City of Pensacola

City Council Regular Meeting

Agenda

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

July 16, 2026, 5:30 PM **Council Chambers, 1st Floor**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Delarian Wiggins

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 26-340 APPROVAL OF MINUTES: REGULAR MEETING DATED JUNE 18, 2026

Recommendation: That City Council approve regular meeting minutes dated June 18, 2026.

Sponsors: Allison Patton, Council President

Attachments: *Draft: Regular Meeting Dated 06/18/2026*

APPROVAL OF AGENDA

CONSENT AGENDA

2. 26-780 OPIOID LITIGATION SETTLEMENT

Recommendation: That City Council approve the City's participation in the attached Settlement Agreement with the defendant named therein. Further, that if City Council approves participation in the settlement, it authorize the Mayor to execute all documents and take all actions necessary to carry out the terms of such settlement, consistent with the terms of the agreement and the Mayor's executive powers as granted within the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Agreement to Dismiss and Release Claims*

Local Government Participation Agreement

3. 26-784 APPOINTMENT - PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE

Recommendation: That City Council appoint one individual to the Pensacola Affordable Housing Advisory Committee to fill an unexpired term ending June 30, 2028.

Sponsors: Allison Patton, Council President

Attachments: *Member List*
Nomination Form - Brandy McGraw
Application of Interest - Brandy McGraw
Resume - Brandy McGraw

4. 26-533 AWARD OF BID NO. 26-028 - GOVERNMENT STREET, I STREET, AND BARRANCAS AVENUE INTERSECTION IMPROVEMENTS PROJECT

Recommendation: That City Council award Bid # 26-028, Government Street, I Street, and Barrancas Avenue Intersection Improvement Project to Ingram Signalization, Inc., of Pensacola, FL, the lowest and most responsible bidder with a base bid of $928,790.50 plus a contingency of $92,879.50 for a total of $1,021,670. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor, Delarian Wiggins, Council Member

Attachments: *BID TABULATION SHEET*

5. 26-711 AWARD OF RFP NO. 26-022 - TERMINAL ADVERTISER CONCESSIONAIRE FOR PENSACOLA INTERNATIONAL AIRPORT

Recommendation:

That City Council approve the ranking of the selection committee and award a contract to Clear Channel Outdoor, Airport Division of Allentown, PA requested through Request for Proposals (RFP) No. 26-022 for Terminal Advertiser Concessionaire for Pensacola International Airport. Further, that City Council authorize the Mayor to take the actions necessary to negotiate, execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Tabulation of Respondents*
Notice of Intent

6. 26-712 AWARD OF BID NO. 26-025 - AIRSIDE FERTILIZER AND HERBICIDE SERVICES FOR PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council award Bid No. 26-025, Airside Fertilizer and Herbicide Services at Pensacola International Airport to Opterra Solutions, Inc. of Lexington, SC, the lowest and most responsible bidder with a base bid of $158,202.82. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Notice of Intent*

7. 26-713 AWARD OF BID NO. 26-031 - TERMINAL APRON EXPANSION FOR PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council award Bid No. 26-031, Terminal Apron Expansion for Pensacola International Airport to C.W. Roberts Contracting, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of $7,845,951.00 plus a 10% contingency of $784,595.10 for a total of $8,630,546.10. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Notice of Intent*
Tabulation of Bids

8. 26-714 AIRPORT - UTILITY EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR SERVICE TO PENSACOLA STATE COLLEGE

Recommendation: That City Council approve the utility easement agreement for underground utility lines installed by Florida Power & Light Company for service to Pensacola State College. Further, that City Council authorizes the Mayor to take all actions necessary to execute and administer the utility easement agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Easement Agreement*
Easement Depiction

9. 26-716 AIRPORT: CONSENT AND ESTOPPEL FOR SANDSPUR DEVELOPMENT, LLC

Recommendation: That City Council approve the assignment and assumption of the

Sandspur Development, LLC Lease to Shree Gopal Hospitality, LLC and the collateral assignment of the Lease between the City of Pensacola and Shree Gopal Hospitality, LLC to U.S. Small Business Administration. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer these assignments, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Assignment and Assumption of Lease and City's Consent*
Collateral Assignment of Lease and Landlord's Subordination

10. 26-383 APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH PENSACOLA CHILDREN'S CHORUS FOR PENSACOLA SINGS PROGRAM

Recommendation:

That City Council approve the MOU - memorandum of understanding between the City of Pensacola Parks and Recreation Department and Pensacola Children's Chorus, Inc. to utilize City Community Centers to operate the Pensacola Sings youth neighborhood Choir Program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Memorandum of Understanding - Pensacola Children's Chorus Pensacola Sings*

11. 26-738 PROPOSED AMENDMENT TO FY 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN

Recommendation: That City Council approve the proposed amendment to the FY2019-2020 City of Pensacola Community Development Block Grant (CDBG) Annual Action Plan. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Proof of Public Notice*

12. 26-763 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of $1,000 to Opening Doors

Northwest Florida from the City Council Discretionary Funds for District 6.

Sponsors: Allison Patton, Council President

Attachments: *None*

13. 26-765 PARTIAL RELEASE OF EASEMENT - 1001 EAST BOBE STREET

Recommendation: That City Council approve the partial abandonment of the easement along the North 10th Avenue side of property located at 1001 East Bobe Street (Parcel ID: 00-0S-00-9025-001-268).

Sponsors: Allison Patton, Council President

Attachments:
FPL Partial Release of Easement Recorded
9484 1486 Partial Termination of Easement - 1001 E Bobe St
Ord. 29-00 - 10TH AVE, BOBE ST ROW VACATION
1001 BOBE - PENSACOLA ENERGY - NO OBJECTIONS
9484_1486 _ Partial Termination of Easement - 1001 E Bobe St
1001 BOBE - ATT - NO OBJECTIONS
bobe final easement survey

14. 26-817 LETTER OF SUPPORT - OPENING DOORS OF NORTHWEST FLORIDA - FL-511, NOTICE OF FUNDING OPPORTUNITY.

Recommendation: That City Council send a letter of support to the U.S. Department of Housing and Urban Development in support of Opening Doors of Northwest Florida, FL-511, Notice of Funding Opportunity. Further, that Council authorize the Council President to sign such a letter of support on behalf of City Council.

Sponsors: Allison Patton, Council President

Attachments: *Letter of Support-Opening Doors*

REGULAR AGENDA

15. 26-709 APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH EAST PENSACOLA STUDENT ATHLETE PROGRAM - FOOTBALL

Recommendation: That City Council approve the Memorandum of Understanding (MOU) between the City of Pensacola Parks and Recreation Department and East Pensacola Student Athlete Program, Inc. to utilize Magee Field and Hollice T. Williams Park multi-purpose field for operation of a youth football program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *EPSAP Youth Sports MOU - Football*

16. 26-776 APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH EAST PENSACOLA STUDENT ATHLETE PROGRAM - BASEBALL

Recommendation: That City Council approve the MOU between the City of Pensacola Parks and Recreation Department and East Pensacola Student Athlete Program, Inc. to utilize Bill Gregory Park baseball fields for operation of a youth baseball program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *EPSAP BASEBALL FIELD MOU*

17. 26-734 CITY OF PENSACOLA FY 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN

Recommendation: That City Council approve the FY 2026-2027 Community Development Block Grant (CDBG) Annual Action Plan for the period October 1, 2026 through September 30, 2027 for submission to the U.S. Department of Housing and Urban Development. Further, that City Council approve the City of Pensacola 2026-2027 CDBG Program Proposed Budget and Activities Summary. Finally, that City Council authorize the Mayor to execute all documents relating to the plan’s submission and program’s administration and the Mayor’s Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *26-27 CDBG Annual Action Plan*
26-27 CDBG Annual Plan Project Summary

18. 26-787 PUBLIC HEARING REGARDING PROPOSED ORDINANCE NO. 13-26 -- TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES

Recommendation: That City Council conduct a Public Hearing on July 16, 2026, to consider Proposed Ordinance No. 13-26 — A Temporary Moratorium on the Acceptance, Review, or Approval of Large-Scale Data Centers and Large Load Customer Facilities.

Sponsors: Charles Bare, Council Member

Attachments: *Proposed Ordinance No. 13-26*

Proposed Ordinance 13-26 Business Impact Analysis Report
Emailing Additional Requested Info from Admin
Provided by Admin_LLCS Capacity Reservation Milestones and Process v.6.24.26
PROOF OF PUBLICATION - PUBLIC HEARING

19. 26-786 PROPOSED ORDINANCE NO.13-26 — TEMPORARY MORATORIUM ON LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES

Recommendation: That City Council approve Proposed Ordinance No. 13-26 on first reading:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, REZONING, SITE PLANS, AND OTHER CITY APPROVALS FOR LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS; PROVIDING FOR AUTHORITY; PROVIDING LEGISLATIVE FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING FOR THE IMPOSITION OF TEMPORARY MORATORIUM; PROVIDING FOR DURATION OF TEMPORARY MORATORIUM; PROVIDING FOR STUDY AND EVALUATION; EXCEPTIONS; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

Sponsors: Charles Bare, Council Member

Attachments:
Proposed Ordinance No. 13-26
Business Impact Analysis Report
Emailing Additional Requested Info from Admin
Provided by Admin_LLCS Capacity Reservation Milestones and Process v.6.24.26
PROOF OF PUBLICATION - PUBLIC HEARING

20. 26-740 PUBLIC HEARING: REQUEST FOR FUTURE LAND USE AND ZONING MAP AMENDMENT - 1005 WEST LLOYD STREET

Recommendation: That City Council conduct a Public Hearing on July 16, 2026, to consider a request to amend the City's Future Land Use Map and Zoning Map for the property located at 1005 West Lloyd Street.

Sponsors: Allison Patton, Council President

Attachments:
1005 W. Lloyd Street Application
Planning Board Minutes June 9, 2026
Proposed Ordinance No. 10-26 FLUM
Business Impact Analysis Report

Proposed Ordinance No. 11-26 Zoning
Business Impact Analysis Report
OVERHEAD SLIDES

21. 26-762 PROPOSED ORDINANCE NO. 11-26 - ZONING MAP AMENDMENT — 1005 WEST LLOYD STREET

Recommendation: That City Council approve Proposed Ordinance No. 11-26 on first reading.

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

Sponsors: Allison Patton, Council President

Attachments:
Proposed Ordinance No. 11-26
Business Impact Analysis Report
Planning Board Minutes June 9, 2026

22. 26-761 PROPOSED ORDINANCE NO. 10-26 - FUTURE LAND USE MAP AMENDMENT — 1005 WEST LLOYD STREET

Recommendation: That City Council approve Proposed Ordinance No. 10-26 on first reading.

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

Sponsors: Allison Patton, Council President

Attachments:
Proposed Ordinance No. 10-26
Business Impact Analysis Report
Planning Board Minutes June 9, 2026

23. 26-777 TENTATIVE MILLAGE RATE - FISCAL YEAR 2027

Recommendation: That City Council set the tentative Fiscal Year 2027 millage rate for the City of Pensacola at 4.2895 mils and for the Downtown Improvement District at 2.0000 mils with at least a two-thirds vote and authorize the Mayor to set final levies in compliance with all 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 the Fiscal Year 2027 millage rates be held on September 9, 2026, at 5:30 p.m. in Council Chambers.

Sponsors: DC Reeves, Mayor

Attachments: *TRIM Council Memorandum FY 27 Taxable Value Estimates*
REVISED -- TRIM Council Memorandum FY 27 Taxable Value Estimates -July updated
REVISED --TRIM Estimates From Property Appraiser - FY 27- July 1st Update

24. 26-767 PROPOSED ORDINANCE NO. 12-26 - AMENDING CITY CODE SECTION 3-1-7 - EXPENDITURES

Recommendation: That City Council approve Proposed Ordinance No. 12-26 on first reading:

AN ORDINANCE AMENDING SECTION 3-1-7 – EXPENDITURES, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR PROHIBITION OF EXPENDING FUNDS RELATING TO OPIOID LITIGATION WITHOUT SPECIFIC AUTHORIZATION FROM CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Jennifer Brahier, Council Vice President

Attachments: *Proposed Ordinance No. 12-26*
Business Impact Analysis Report

25. 26-250 U.S. DEPARTMENT OF TRANSPORTATION - GRANT NO. 693JJ32640109 - STREETS ARE FOR EVERYONE (SAFE) PENSACOLA

Recommendation: That City Council approve the acceptance of the U.S. Department of Transportation Grant No. 693JJ32640109 - Streets Are For Everyone (SAFE) Pensacola for traffic-calming activities on Gonzalez Street and supplemental planning activities in the amount of $176,000 with a $44,000 local match for a total grant value of $220,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *SS4A FY23 Grant Agreement 693JJ32640109 City of Pensacola*

Supplemental Budget Resolution No. 2026-11
Supplemental Budget Explanation No. 2026-11

26. 26-254 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-11 - U.S. DEPARTMENT OF TRANSPORTATION - GRANT NO. 693JJ32640109 - STREETS ARE FOR EVERYONE (SAFE) PENSACOLA

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-11.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments:
Supplemental Budget Resolution No. 2026-11
Supplemental Budget Explanation No. 2026-11

27. 26-768 ACCEPTANCE OF GRANT AMENDMENT 1 - CARPENTER CREEK BAYOU TEXAR WATERSHED OUTFALLS PROJECT

Recommendation: That City Council approve the acceptance of Grant Amendment 1 for the Carpenter Creek Bayou Texar Watershed Outfalls Project, extending the grant agreement end date to August 25, 2029, and adding $5,120,000 in new funding to the $830,000 awarded in the 2024 Florida Department of Environmental Protection RES12 Grant Agreement, resulting in a total grant value of $5,950,000. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the amendment's additional grant funds.

Sponsors: DC Reeves, Mayor

Attachments:
RES12 Amendment 1 - Carpenter Creek Bayou Texar
Supplemental Budget Resolution No. 2026-24
Supplemental Budget Explanation No. 2026-24

28. 26-771 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-24 - CARPENTER CREEK BAYOU TEXAR WATERSHED OUTFALLS PROJECT - AMENDMENT 1

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-24.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-24*
Supplemental Budget Explanation No. 2026-24

29. 26-775 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-25 - ADDITION OF CONTINGENCIES TO CONTRACT NO. 26-006 - PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-25.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-25*
Supplemental Budget Explanation No. 2026-25

30. 26-773 ADDITION OF CONTINGENCIES TO CONTRACT NO. 26-006 - PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

Recommendation: That City Council award a contingency to contract 26-006 of $147,180 for an increased contract total of $537,030. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Port of Pensacola Warehouse 5 - Revised Change Order Proposal #01 - Additional Mobilization & Plan Revisions*
Contract -Barcis -Bid 26-006

31. 26-619 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-22 — APPROPRIATION OF INSURANCE PROCEEDS AND REALLOCATION OF FUNDS FOR VICKREY CENTER FOR FLOOD DAMAGE

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-22.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-22*
Supplemental Budget Explanation No. 2026-22

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

File #: 26-340 City Council 7/16/2026

MINUTES

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED JUNE 18, 2026

ATTACHMENTS:

1. Draft: Regular Meeting Dated 06/18/2026

City of Pensacola

CITY COUNCIL

MINUTES

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

June 18, 2026 | 5:30 PM | Council Chambers, 1st Floor

ROLL CALL

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

Council Members Present:	Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins
Council Members Absent:	None
Also Present:	Mayor D.C. Reeves

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Jared Moore

AWARDS

Council President Patton read into the record and Mayor Reeves presented to City budget staff the Government and Finance Officers Association (GFOA) of the U.S. and Canada's distinguished budget award for the FY 2025-26 Budget.

FIRST LEROY BOYD FORUM

Sherri Myers: Addressed Council regarding issues she is concerned about related to Tippin Park, referencing CRA funds taken from the general fund and LOST funding expended in other districts in comparison to District 2, and that she wants fairness for Tippin Park.

The following individuals addressed Council expressing opposition to FLOCK/red light cameras and/or data centers being located in Pensacola:

Pepper Wimer

Brandy Johnson

Francesca Yabraian

Jacob Rockwell
Brooke Whitehurst
Sarah Blankenship
Kristy Rosen
Crystal Partridge
Girasol Alfonso

Sevy St. Hilaire: Made comments regarding initiatives of Mayor Reeves and City Administration, and encouraged opposition to data centers.

Joe Wade: Made comments regarding various state and local issues.

APPROVAL OF MINUTES

1. 26-339 APPROVAL OF MINUTES: REGULAR MEETING DATED MAY 28, 2026

Recommendation: That City Council approve regular meeting minutes dated May 28, 2026.

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

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins
No: 0 None

APPROVAL OF AGENDA

Council President Patton indicated that Item 5 (26-654) would be moved from the consent agenda to the top of the regular agenda (to address the revised memorandum).

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

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins
No: 0 None

CONSENT AGENDA

2. 26-651 APPOINTMENTS - URBAN CORE REDEVELOPMENT BOARD

Recommendation: That City Council appoint a resident, owner, or operator of a business in the Long Hollow Area and a resident, owner, or operator of a business in the North Hill Area to a three (3) year term on the Urban Core Redevelopment Board, expiring March 31, 2029.

3. 26-665 APPOINTMENTS - ENVIRONMENTAL ADVISORY BOARD

Recommendation: That City Council appoint two (2) citizens who are employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues; and one (1) resident or property owner of the City to fill an unexpired term of two (2) years, ending March 1, 2028.

4. 26-631 MAYORAL APPOINTMENTS - DOWNTOWN IMPROVEMENT BOARD

Recommendation: That City Council ratify the Mayor's reappointment of William Merrill and Rafael Simpson to the Downtown Improvement Board for a term of three (3) years, expiring June 30, 2029.

6. 26-640 AWARD OF CONTRACT BID NO. 26-026 - NATURAL GAS PIPELINE REPLACEMENT AT PEACHTREE PARK AND GREENHUT COURT

Recommendation: That City Council award Bid No. 26-026 to Equix Energy Services, LLC of Midway, Florida, the lowest and most responsible bidder with a base bid of $6,057,270 plus a 10% contingency for a total contract of $6,663,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract consistent with the bid and contracting documents and the Mayor's Executive Powers as granted in the City Charter.

7. 26-652 AWARD OF STATE CONTRACT #EI00059-2021MA - PENSACOLA LIBRARY WINDOW REPLACEMENT AND FACADE REPAIR

Recommendation: That City Council award a contract for window replacement and facade repairs at Pensacola Library to Tremco Roofing & Building Maintenance,

Inc., of 3735 Green Road, Beachwood, OH 44122, from State Contract # EI00059-2021MA, in the amount of $94,770.38 plus a 10% contingency of $9,477.03 for a total of $104,247.42. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

8. 26-610 CITY OF PENSACOLA HOUSING DEPARTMENT PUBLIC HOUSING AGENCY 2026-2027 ANNUAL PLAN

Recommendation: That City Council approve the Public Housing Agency 2026-2027 Annual Plan for the Housing Choice Voucher program for submission to the U.S. Department of Housing and Urban Development. Further that City Council authorize the Mayor to take the actions necessary to execute the Plan documents and administer the program, consistent with the terms of the program and the Mayor's Executive Powers as granted in the City Charter.

9. 26-620 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of $500 to Trauma Release Invest, Inc. (TRI) from the City Council Discretionary Funds for District 7.

A motion to approve consent agenda items 2, 3, 4, 6, 7, 8, and 9 was made by Council Member Wiggins and seconded by Council Member Moore.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins

No: 0 None

REGULAR AGENDA

5. 26-654 REVISED -- AWARD OF CONTRACT FOR RFP 26-032 - STORMWATER ASSESSMENT CONSULTANT

Recommendation: That City Council approve the ranking of the selection committee and award a 3-year contract for RFP No. 26-032 for a stormwater assessment consultant to Raftelis Financial Consultants Inc. in an amount not to exceed ~~$69,310~~ $166,295 in year 1 and $26,510 in years 2 and 3 for a total contract of ~~$122,330~~ $219,315. Further, that City Council authorize the Mayor to

take those actions necessary to negotiate, execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

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

Mayor Reeves (sponsor) noted that the revised recommendation being presented to Council (hard copies at Council's places), which is a more costly option, is the work of both Finance Director Lovoy and Special Assistant to Council Executive McLellan, and although he remains the sponsor, he wanted to clarify that the revisions are based on Council workshop discussion (held on 6/17). Finance Director Lovoy explained the intended revisions based on yesterday's discussion.

Discussion ensued among Council with input from Mayor Reeves and Council Executive Kraher.

Public input was heard from Joe Wade and Sherri Myers.

Council Member Moore made comments and then made a motion to amend the recommended contract award, and Council Member Jones seconded"That City Council approve...and award a 3-year contract...in an amount not to exceed ~~$69,310~~ ~~$166,295~~ **$26,510** in year 1 and $26,510 in years 2 and 3 for a total contract of ~~$122,330~~ ~~$219,315~~ **$79,530**. Further, that...".

Discussion ensued among Council with Finance Director Lovoy responding accordingly to questions. Upon conclusion of discussion, **the vote was called on the amendment.**

The motion on **the amendment** passed by the following vote:

Yes: 5 Allison Patton, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins

No: 2 Jennifer Brahier, Charles Bare

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

The **main motion as amended** passed by the following vote:

Yes: 5 Allison Patton, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins

No: 2 Jennifer Brahier, Charles Bare

10. 26-690 COUNCIL CONSENT TO MAYORAL APPOINTMENT OF STEVEN BAHAM AS ECONOMIC DEVELOPMENT DIRECTOR

Recommendation: That City Council consent to the Mayor's appointment of Steven Baham as Economic Development Director for the City of Pensacola, in accordance with Section 4.01(a)(7) of the City Charter.

A motion to approve was made by Council Member Moore and seconded by Council Member Jones.

Mayor Reeves (sponsor) introduced Mr. Steven Baham who then briefly addressed Council.

Public input was heard from Joe Wade.

Mr. Baham responded accordingly to questions from Council Members. Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins
No: 0 None

11. 26-618 APPROVAL TO REALLOCATE FUNDS TO THE WAYSIDE PARK AND 17TH AVENUE IMPROVEMENTS PROJECT

Recommendation: That City Council approve the reallocation of $404,525.00 of LOST IV funding from the Baylen Street Marina Seawall Project to the Wayside Park and 17th Avenue Improvements Project.

A motion to approve was made by Council Member Moore and seconded by Council Member Jones.

Mayor Reeves (sponsor) addressed Council regarding the intent of the proposed reallocation. Some discussion took place with Public Works & Engineering Director Tootle and Mayor Reeves responding accordingly to questions.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins
No: 0 None

12. 26-502 AWARD OF BID NO. 26-034 - WAYSIDE PARK AND 17TH AVENUE IMPROVEMENTS

Recommendation: That City Council award Bid # 26-034, Wayside Park & 17th Avenue Improvements to Loftis Marine, LLC. of Pensacola, FL, the lowest and most responsible bidder with a base bid of $416,164.16, plus bid alternate #1 amount of $391,687.26, plus a bid alternate #2 amount of $90,073.90, plus a bid alternate #3 amount of $533,280.01, plus an 11% contingency of $157,432.59 for a total of $1,588,637.92. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

A motion to approve was made by Council Member Moore and seconded by Council Member Jones.

Mayor Reeves recognized City staff's work over the years to get to this point of needed improvements. Council President Patton made comments.

There being no further discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins

No: 0 None

13. 26-126 RESOLUTION NO. 2026-2 - ACCEPTING A QUITCLAIM DEED FOR RIGHT-OF-WAY FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Recommendation: That City Council adopt Resolution No. 2026-2.

A RESOLUTION OF THE CITY COUNCIL OF PENSACOLA, FLORIDA, ACCEPTING QUITCLAIM DEED FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR A PUBLIC PURPOSE; PROVIDING AN EFFECTIVE DATE

A motion to adopt was made by Council Member Moore and seconded by Council Member Jones.

Mayor Reeves (sponsor) indicated this item (and the following) is a logistical piece to the 17th Avenue improvements. There being no discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton,

Casey Jones, Jared Moore, Delarian Wiggins

No: 0 None

14. 26-142 RESOLUTION NO. 2026-3 - PROVIDING A PERPETUAL EASEMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Recommendation: That City Council adopt Resolution No. 2026-3.

A RESOLUTION OF THE CITY COUNCIL OF PENSACOLA, FLORIDA, PROVIDING A PERPETUAL EASEMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR A PUBLIC PURPOSE; PROVIDING AN EFFECTIVE DATE

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

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins

No: 0 None

15. 26-603 APPROVAL TO REALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO THE MAIN STREET FLOODING AND ADAPTATION PROJECT.

Recommendation: That City Council approve the reallocation of ARPA funding from the design and plans production for converting Dr. Martin Luther King, Jr. Drive and Davis Highway from one-way streets to two-way streets ($393,464.40) to the Main Street Flooding and Adaptation Project.

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

Mayor Reeves (sponsor) and Public Works & Engineering Director Tootle explained the purpose of the reallocation due to FDOT revoking support of the two-way conversion of Dr. Martin Luther King, Jr. Drive and Davis Highway, and moving the funds to another project. Council President Patton made follow-up remarks. Public Works & Engineering Director Tootle responded accordingly to questions from Council Member Broughton.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins

No: 0 None

16. 26-655 RESOLUTION NO. 2026-23 - RESOLUTION AUTHORIZING A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF UNDERSTANDING

Recommendation:

That City Council adopt Resolution No. 2026-23:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF UNDERSTANDING IN SUPPORT OF CERTAIN LANDSCAPING IMPROVEMENTS PROPOSED BY JEWELERS TRADE SHOP, INC

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

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins
No: 0 None

17. 26-656 MEMORANDUM OF UNDERSTANDING WITH JEWELERS TRADE SHOP, INC. FOR LANDSCAPING IMPROVEMENTS AND MAINTENANCE WITHIN FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY (WEST GARDEN STREET)

Recommendation: That City Council consider the proposed Memorandum of Understanding (“MOU”). Further, that if City Council approves the MOU, it authorize the Mayor to execute and take all actions necessary to carry out the MOU, consistent with the terms of the MOU and the Mayor’s executive powers as granted with the City Charter.

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

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins
No: 0 None

18. 26-657 ACQUISITION OF REAL PROPERTY - 2623 WEST CERVANTES STREET (PACE-CERVANTES CORRIDOR REVITALIZATION PROJECT)

Recommendation: That City Council approve the purchase of real property located at 2623 West Cervantes Street (Parcel ID No. 000S009060070206) from Joseph Dhaiti for $160,000 plus appropriate closing costs, as part of the Pace-Cervantes Corridor Revitalization Project. Also, that City Council authorize the Mayor to take actions necessary to execute and administer the acquisition, consistent with the terms of the grant agreement and the Mayor's Executive Powers as granted in the City Charter.

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

Mayor Reeves referenced funding for this property acquisition, as well as the next item, thanks to grant funding from Florida Commerce. Property Lease Manager Stallworth, responded accordingly to questions from Council Members regarding the anticipated outcome(s) and benefits of the property. Mayor Reeves also provided input.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 5 Allison Patton, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins
No: 2 Jennifer Brahier, Charles Bare

19. 26-658 ACQUISITION OF REAL PROPERTY - 2701 WEST CERVANTES STREET (PACE-CERVANTES CORRIDOR REVITALIZATION PROJECT)

Recommendation: That City Council approve the purchase of real property located at 2701 West Cervantes Street (Parcel ID No. 000S009060012213) from Latter Rain Rhema Church Inc. for $180,000 plus appropriate closing costs, as part of the Pace-Cervantes Corridor Revitalization Project. Also, that City Council authorize the Mayor to take actions necessary to execute and administer the acquisition, consistent with the terms of the grant agreement and the Mayor's Executive Powers as granted in the City Charter.

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

The motion passed by the following vote:

Yes: 6 Allison Patton, Jennifer Brahier, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins
No: 1 Charles Bare

20. 26-659 ACQUISITION OF REAL PROPERTY - 1801 WEST CERVANTES STREET AND 1900 WEST GADSDEN STREET (PACE-CERVANTES CORRIDOR REVITALIZATION PROJECT)

Recommendation: That City Council approve the purchase of real property located at 1801 West Cervantes Street and 1900 West Gadsden Street (Parcel ID Nos. 000S009060060116 and 000S009060012125) from Shri Gunapati Inc. for $410,000 and $405,000 respectively plus appropriate closing costs, as part of the Pace-Cervantes Corridor Revitalization Project. Also, that City Council authorize the Mayor to take actions necessary to execute and administer the acquisition, consistent with the terms of the grant agreement and the Mayor's Executive Powers as granted in the City Charter.

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

The motion passed by the following vote:

Yes: 6 Allison Patton, Jennifer Brahier, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins
No: 1 Charles Bare

21. 26-724 OPIOID LITIGATION - PARTICIPATION IN LUPIN SETTLEMENT

Recommendation: That City Council approve the City's participation in the Lupin Settlement Agreement. Further, that if City Council approves participation in the settlement, it authorize the Mayor to execute all documents and take all actions necessary to carry out the terms of such settlement, consistent with the terms of the agreement and the Mayor's executive powers as granted within the City Charter.

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

Deputy City Attorney Goldsmith provided an overview of the agreement and terms of the settlement.

Public input was heard from the following individuals:

Declan McGurk
Girasol Alfonso
Alex Hatley

Some discussion took place among Council regarding appropriation of the settlement funds, with Deputy City Attorney Goldsmith and Special Assistant to

Council Executive McLellan responding accordingly to questions. Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Allison Patton, Jennifer Brahier, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins
No: 0 None

COUNCIL EXECUTIVE'S REPORT

Council Executive Kraher provided a brief update on items he is preparing on behalf of (individual) Council Members and timeframe for agenda placement.

MAYOR'S COMMUNICATION

Mayor Reeves provided updates on various recent and upcoming projects, events, and initiatives.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Vice President Brahier addressed Council highlighting issues recently reported on in the local media related to Library operations and functioning of the Board of Governance. She referenced the buildings owned by the City and the interlocal agreement with Escambia County for operation of the library system, funded by a countywide Municipal Services Taxing Unit (MSTU), and governed by a board of City and County appointees, and referenced the vacancies that have not been filled. She expressed her concern that the structure and integrity of the system is being attacked.

Council Member Bare thanked Council Vice President Brahier for bringing up the Library issues. He then made follow-up remarks regarding the West Cervantes Street property acquisition discussed earlier.

Council Member Broughton highlighted the new *East Hill Neighborhood Guide* and encouraged support of local businesses.

SECOND LEROY BOYD FORUM

The following individuals addressed Council expressing opposition to FLOCK/red light cameras and/or data centers being located in Pensacola:

Alex Hatley
Carollyn Taylor
Jacob Rockwell

Gerald Washington: Identified himself as a current candidate for local office and former sanitation services driver and made remarks alleging he was unjustly removed from City employment.

Sherri Myers: Made follow-up remarks regarding her comments during the 1st LeRoy Boyd Forum related to Tippin Park improvements.

Declan McGurk: Made follow-up remarks highlighting comments from Council Member Bare during an agenda item. He also expressed his concerns regarding FLOCK cameras.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 8:28 P.M.

****

Adopted: _____

Approved: _____
Allison Patton, President of City Council

Attest:

_____
Ericka L. Burnett, City Clerk

File #: 26-780 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

OPIOID LITIGATION SETTLEMENT

RECOMMENDATION:

That City Council approve the City's participation in the attached Settlement Agreement with the defendant named therein. Further, that if City Council approves participation in the settlement, it authorize the Mayor to execute all documents and take all actions necessary to carry out the terms of such settlement, consistent with the terms of the agreement and the Mayor's executive powers as granted within the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola, along with many others, is a plaintiff in the national opioid litigation currently pending in the United States District Court for the Northern District of Ohio, Case Number 1:18-op-45331-DAP. This settlement would result in resolution and settlement of all potential claims, without the uncertainty of litigation, against the party named in the attached Settlement Agreement. Settlement would result in a net payment to the City of Pensacola of $35,153.76. If approved, the settlement funds will be subject to the Council appropriation requirements of the City of Pensacola Code of Ordinances; however, the settlement funds would come with no contractual spending or reporting requirements or restrictions.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

No cost to the City.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

7/1/2026

STAFF CONTACT:

Don Kraher, Council Executive

Adam Cobb, City Attorney

David Stafford, City Administrator

ATTACHMENTS:

1. Agreement to Dismiss and Release Claims
2. Local Government Participation Agreement

PRESENTATION: No

AGREEMENT TO DISMISS AND RELEASE CLAIMS

This Agreement to Dismiss and Release Claims (the "Agreement") takes effect on the Effective Date (defined below) and is entered into by and between Publix Super Markets, Inc. ("Publix") and the Local Governments (defined below). Publix and each Local Government are referred to in this Agreement as a "Party," and collectively as the "Parties."

A. Recitals & Definitions

1. Each of the Local Governments has filed a lawsuit against Publix or otherwise has identified Publix in a pending motion for leave to amend as a potential defendant to an existing lawsuit, in all cases asserting claims against Publix (and others) arising from allegations, among other claims, that Publix failed to effectively monitor and report suspicious orders of prescription opioids from its stores and failed to properly dispense and/or implement measures to prevent diversion of prescription opioids, which contributed to an increase in opioid overdose and addiction and contributed to a public health crisis (the "Lawsuits").

2. Publix (i) denies any wrongdoing relating to the allegations and claims concerning it in the Lawsuits and (ii) maintains that it would be able to successfully defend against such allegations and claims at trial, that the facts do not support the allegations, that it has not engaged in any misconduct or unlawful activity, and that it has not caused any harm to the Local Governments or their residents.

3. To avoid the expense and uncertainty of litigation, including the interruptions caused by such potential protracted litigation, the Local Governments and Publix have engaged in efforts to resolve the Lawsuits and their related claims as they concern Publix.

4. In December 2025, the Parties reached a resolution in principle and now enter into this Agreement, which memorializes in writing the terms on which such resolution was reached.

5. By entering into this Agreement, Publix denies any liability or wrongdoing on its part, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing.

6. The "Effective Date" is the first date as of which (a) Publix has executed this Agreement, (b) the outside counsel signatories listed on signature page 10 have executed this Agreement, and (c) every Local Government has executed its respective Local Government Participation Agreement agreeing to be bound by all of the terms and conditions of this Agreement.

7. The "Local Governments" consist of the governments listed in Exhibit A.

B. Agreement

In consideration of the promises, representations, warranties, covenants, and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, by their respective authorized representatives, covenant and agree as follows:

1. **Release & Covenant Not to Sue**. Upon delivery of the monies as provided in Section B.3., the Local Governments (including past, present, and future agencies, authorities, boards, commissions, councils, departments, districts, divisions, offices, predecessors, successors, assigns, officials (elected or unelected), any employees, attorneys, agents, representatives acting in their official capacity to serve any of the foregoing, and any other persons or entities within control of any of the foregoing or through which any of the foregoing may take action or on whose behalf they have the right to give the releases set forth in this Agreement) forever release and discharge Publix, including its present and former, direct and indirect companies, parent companies, subsidiaries, affiliates, partners, and members ("Publix Entities"), together with each of the Publix Entities' present and former owners, shareholders, officers, directors, employees, agents, representatives, attorneys, predecessors, successors, insurers, and assigns (collectively, the "Publix Released Parties"), from:

(a) any and all claims asserted and that could have been asserted against Publix in the Lawsuits in connection with the Covered Conduct;

(b) any and all claims, demands, damages, debts, liabilities, penalties, restitution, disgorgement, reimbursement, fines, expenses, actions and causes of action whatsoever known and unknown, foreseen, unforeseen, foreseeable or unforeseeable, which the Local Governments have asserted or could have asserted in the Lawsuits against Publix in any way related to or concerning the Covered Conduct.

"Covered Conduct" shall mean any act, failure to act, statement, error, omission, violation of any law, statute, regulation, ordinance, breach of duty, negligence, misstatement, and misleading misstatement, conduct, event, transaction, or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, statement, error, omission, violation, breach of duty, negligence, misstatement, misleading misstatement, conduct, event, transaction, or activity) relating in any way to (i) the dispensing promotion, advertising, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, labeling, purchase, use, misuse, or abuse of any Opioid Product, or any system, plan or policy relating thereto, (ii) the characteristics, properties, efficacy, risks, or benefits of any Opioid Product, (iii) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators or governmental entities of Opioid Product orders placed with any Released Entity, (iv) diversion control programs or suspicious order monitoring related to any Opioid Product; (v) the reporting, disclosure, non-reporting and/or non-disclosure to federal, state and/or other regulators of orders and/or prescriptions, theft, diversion and/or any similar conduct related to any Opioid Product; (vi) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, and/or converting any Opioid Product; and, (vii) controls against diversion, corresponding responsibility, and/or suspicious order monitoring related to any Opioid Product.

"Opioid Product" shall mean any chemical substance, whether natural, synthetic, or semi-synthetic, that binds or otherwise interacts with opioid receptors in the body or brain, as well as any product containing any such substance; this definition shall include but is not limited to any substance consisting of or containing buprenorphine, suboxone, naloxone, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone,

oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, or any similar substance, whether used for medicinal or non-medicinal purposes. Further, "Opioid Product" also includes and means any (1) opioid or opiate, as well as any product containing any such substance, (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin, or (3) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together and that includes opioids or opiates.

(c) the alleged past, present, and future financial and societal harms and related expenditures arising out of or relating to any Covered Conduct, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that (as alleged by the Local Governments) have allegedly been caused by Publix. Sections B.1.(a) – (c) are collectively referred to as the "Released Matters."

This is a full, final, and complete release of the Local Governments' claims against the Publix Released Parties concerning the Covered Conduct and totally and completely bars any further future claims or demands of any kind or character whatsoever as a result of or relating to the Covered Conduct.

The Local Governments further covenant not to institute, participate in (except as compelled by judicial process), or continue any proceeding, suit, or action, at law or in equity, against any Publix Released Parties over any of the Released Matters.

2. **Local Government Participation and Monies to be Paid.** In consideration for all of the Local Governments' releases, Publix shall pay a total sum of $10,750,000, which is inclusive of amounts for attorney's fees and costs. The Local Governments' lead outside counsel Baron & Budd shall include the allocation percentages and attorneys' fees attributable to each participating Local Government in a confidential, attorney-client privileged cover memorandum ("The Baron & Budd Memo"). The Baron & Budd Memo shall be made available for each Local Government to review, but shall not be physically or electronically attached to this Agreement. Each Local Government shall enter into a Local Government Participation Agreement substantially in the form of Exhibit B attached hereto. By executing the Local Government Participation Agreement the Local Government agrees to the allocation percentages and attorney's fees amounts included in the Baron & Budd Memo. The Local Government Participation Agreement requires the Local Government to acknowledge and agree to be bound by all terms and conditions of this Agreement applicable to Local Governments in exchange for valuable consideration including, but not limited to, Monies to be Paid by Publix to resolve each and all of the Released Matters and the allocation of such Monies as reflected in the Baron & Budd Memo and, for each individual Local Government, identified on Exhibit B. The total Monies to be Paid by Publix to resolve each Local Government claim shall be set forth in each Local Government's Participation Agreement and for each, is broken down into three amounts as follows:

a. **Community Contribution**. The net amount allocated to the Local Government for resolution of the Released Matters, not including attorney fees and costs (including the Common Benefit Fund Withhold).

b. **Common Benefit Fund**. The amount to be paid to the Court Common Benefit Fund ("Common Benefit Fund Withhold"), shall be 7.5% of the total sum paid by Publix, specifically, $806,250, which Publix will withhold and transfer to the Common Benefit Fund Administrator.

c. **Attorney Fees and Costs**. The amount that Publix shall pay as full payment of the Local Government's Counsel attorneys' fees and costs ("Fees and Costs") is 1,881,250. Counsel for the Local Governments shall not seek to collect any additional amounts from Publix for attorneys' fees and costs related in any way to the prosecution or resolution of the claims of the Local Governments against Publix related to the Lawsuits.

Unless otherwise agreed to in a written amendment signed by an authorized representative of Publix and each participating Local Government, Publix shall have the option to declare this Agreement void and of no further effect, and Publix will have no obligations whatsoever under this Agreement, if the Local Governments' lead outside counsel Baron & Budd refuses to execute this Agreement, if any of the other outside counsel signatories listed on signature page 10 refuses to execute this Agreement, or if fewer than all Local Governments execute a Local Government Participation Agreement. If fewer than all of the Local Governments execute the Local Government Participation Agreement, and Publix opts not to declare this Agreement void, the Parties will work together to reduce the payment amounts in Section 2.a – 2.c by amounts attributable to the impacted Local Government(s).

d. **Timing.** Within 60 days after receipt of (a) all of the executed Local Government Participation Agreements called for in Section B.3 of this Agreement, and (b) necessary payment details (e.g., W-9s) for each Local Government and lead outside counsel Baron & Budd, Publix will:

a. Deliver the total amount of all of the Community Contributions to the client or trust account of "Baron & Budd" as lead counsel for the Local Governments; and

b. Deliver the total amount of the Fees and Costs to the firm of "Baron & Budd" for distribution to the Local Governments' Counsel; and

c. Deliver the total amount of the Common Benefit Fund Withholds to the Common Benefit Fund administrator Richard Weinberg and make the corresponding report required by the Ongoing Common Benefit Fund Orders.

The Local Governments' lead outside counsel Baron & Budd shall not disburse any of the Community Contributions to the Local Governments until delivery to Publix of all of the as-filed dismissals required in Section B.14.

3. **Attorneys' Fees.** Except as provided in Section B.2 above, the Parties will bear their own attorneys' fees, expenses, and costs in connection with this Agreement and the Lawsuits. Notwithstanding the foregoing, in the event of an action by any Party to enforce the terms of this Agreement or of a Local Government Participation Agreement, the prevailing party will be entitled

to recover its costs and reasonable attorneys' fees as part of any judgment or disposition of such action, whether or not pleaded as a separate prayer for relief, claim, or cause of action.

4. **Parties' Warranties and Representations**

a. The persons executing this Agreement on behalf of the Parties and the persons executing the Local Government Participation Agreements are 18 years of age or older, of sound mind, laboring under no disabilities, and are legally competent and authorized to execute this Agreement/the Local Government Participation Agreement;

The persons executing this Agreement and the persons executing Local Government Participation Agreements are entitled to make the releases herein, and the Parties and Local Governments have not assigned or otherwise transferred to any person or entity any matter released by this Agreement;

b. The Parties are relying upon, and have been induced by, only the representations, covenants, and warranties contained in this Agreement;

c. The Parties have relied and are relying solely upon the advice of their own attorneys and their own judgment, belief, and knowledge of the legal nature, extents, and effects and consequences of this Agreement and the Local Government Participation Agreement;

d. No promise, inducement, or agreement not herein expressed has been made by any of the Parties, their representatives, or counsel; and

e. It is understood and agreed by the Parties that this resolution is a compromise of disputed claims, and that the release and payment herein (or any other good and valuable consideration) are not to be construed as an admission of wrongdoing or liability on the part of Publix, and that any such wrongdoing or liability is expressly and unequivocally denied by Publix.

5. **Notices.** All notices sent pursuant to this Agreement or by law shall, unless otherwise provided in this Agreement, be in writing, shall be personally delivered or sent by reputable overnight courier (such as FedEx), addressed to the Parties and/or the Local Governments as set forth below, and with a copy by email to counsel for the Parties/Local Governments:

If to Publix:

Merriann Metz at
Merriann.Metz@publix.com.

If to the Local Governments or their Counsel:

Mark Pifko at
MPifko@baronbudd.com

Each notice, demand, request, or other communication shall be deemed delivred two (2) business days after deposit with an overnight delivery service or on the date of delivery if sent by messenger against receipt or on the date of delivery if sent via email. Any notice which is refused or returned as undeliverable when properly addressed, shall be deemed received in accordance with the previous sentence. Notice of change of address shall be given in written notice in the manner detailed in this subsection.

If to Publix:

Publix Super Markets, Inc.
3300 Publix Corporate
Lakeland, Florida, 33811-3311
Attn: General Counsel

If to the Local Governments or their Counsel:

Mark Pifko
Baron & Budd, P.C.
15910 Ventura Boulevard, Suite 1600
Encino, California 91436

6. **Severability of Clauses.** If any sentence, phrase, provision, portion, or clause of this Agreement should at any time be declared or adjudged invalid, unlawful, unconstitutional, or unenforceable for any reason, said adjudication or declaration shall in no manner or way affect the other sentences, phrases, provisions, portions, or clauses of this Agreement, and all remaining portions shall remain in full force and effect as if the portion adjudged or declared invalid was not originally a part thereof.

7. **Counterparts.** A facsimile signature or signatures transmitted in PDF by electronic email will be binding and enforceable to the same extent as an original signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. When each Party has signed and delivered at least one (1) such counterpart to the other Party, each counterpart shall be deemed an original and taken together shall constitute one and the same agreement that shall be binding and effective as to all Parties. The Agreement will not be considered fully executed unless and until it has been executed by Publix and all of the Local Governments' Counsel and all of the Local Governments have executed a Participation Agreement.

8. **Entire Agreement; Successors in Interest; No Third-Party Beneficiaries; Final and Conclusive Agreement.** This Agreement and the Local Government Participation Agreements contain the entire agreement among the Parties and participating Local Governments with regard to the matters set forth herein. By executing this Agreement, the Parties represent that they have not received and have not relied upon any statement, representation, promise or omission by any other Party, nor relied upon any assumption caused by any other person, including any statements, representations, promises, omissions or assumptions that were made or arose in the course of their discussions or in negotiating this Agreement. The Parties understand that they are adversaries to a dispute, that any such reliance would not be reasonable, that they are foregoing

their opportunity to take discovery as a part of any lawsuit, and that they are compromising and releasing claims without information that might have been discoverable in such a proceeding. The Agreement will be binding upon and inure to the benefit of the Parties hereto and participating Local Governments and the successors and assigns of each. Other than as expressly stated in this Agreement, this Agreement is not intended to create any rights in third parties or any third-party beneficiaries other than persons for whom a direct benefit is specifically provided for hereunder. The Parties and participating Local Governments acknowledge that they have been represented in the negotiations for, and in preparation of, this Agreement by counsel of their choice, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of the legal effect of each and every provision thereof. Each Party and participating Local Government has made such investigation of the facts pertaining to this Agreement and of all of the matters pertaining thereto as it deems necessary.

9. **Governing Law & Choice of Forum.** The Parties agree that the laws of the State of Florida will govern the validity and interpretation of this Agreement and that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions or obligations or claiming breach thereof, will exist exclusively in the state or federal courts having jurisdiction in and over Lakeland, Florida. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation involving the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with, this paragraph, and stipulates that the state or federal courts having jurisdiction in and over Lakeland, Florida, *shall* have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. The Parties hereby submit to the jurisdiction and venue of such courts and waive any right to challenge or otherwise object to personal jurisdiction or venue in any action commenced or maintained in such courts.

10. **Construction.** The Parties agree that the terms and conditions of this Agreement are the result of the joint drafting among the Parties, and/or their counsel, and no law or rule requiring the interpretation of uncertainties against a drafting party will apply.

11. **Modification.** This Agreement may not be changed, altered, or modified except in writing signed by all Parties to this Agreement. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties to this Agreement.

12. **Survival of Representations and Warranties.** All representations and warranties set forth in this Agreement will be deemed continuing and shall survive the Effective Date.

13. **Additional Documents.** All Parties to this Agreement agree to cooperate fully and execute and deliver any and all supplementary documents, to provide all information, and to take and refrain from taking any and all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

14. **Dismissal With Prejudice.** Within 15 business days of receipt by the Local Governments' Counsel of the monies as provided in Section B.3.a and B3.c., the Local

Governments will file the necessary paperwork upon approval of the Parties to dismiss Publix with prejudice from all of the filed Lawsuits, or, in the case of any Local Government with a pending motion for leave to amend, notify the Court that the Local Government is withdrawing its motion for leave to amend, as to claims against Publix.

15. **Headings.** Headings are for convenience only and are not part of the Agreement and shall not be used in construing this Agreement.

16. **Recitals**. The Recitals above are adopted and incorporated in this Agreement as if stated verbatim here.

17. **Limitations on Disclosure**. No Party or counsel for any Party (including but not limited to the signatories on pages 10 of this Agreement and any attorneys in the Local Government's County Attorney's Office) shall issue any press release, hold a press conference, otherwise initiate press coverage, or respond to inquiries/requests for comments from the press with respect to this Agreement and/or the resolution reflected herein. A Party otherwise may make only such disclosures as are necessary to comply with a court order or applicable law including, without limitation, a state Open Records Act or Open Meetings Act.

18. **Representations of Counsel.** In executing this Agreement as outside counsel for any of the Local Governments, the signatories on page 10 of this Agreement agree that they have no present intent to (i) solicit, represent, or file or assert any claim on behalf of any clients not a party hereto for the purpose of bringing claims against the Publix Released Parties on behalf of governmental entity or political subdivision relating to any Covered Conduct by Publix, or (ii) acquire or receive a financial interest in any such claims.

Publix Super Markets, Inc.

Merriann Metz General Counsel 3300 Publix Corporate Lakeland, Florida, 33811-3311	Dated

Lead Counsel on Behalf of Local Governments:

Mark Pifko
Baron & Budd, P.C.
15910 Ventura Boulevard, Suite 1600
Encino, CA 91436

Dated

Counsel for Hernando County, FL; New Port Richey, FL; Pasco County, FL; Pinellas County, FL; City of St. Petersburg, FL, and Bay County, FL:

James L. Magazine Esq.
2661 Hawks Landing Boulevard
Palm Harbor, FL 34685

Dated

EXHIBIT A

Local Governments

1. Baldwin County, AL
2. Coffee County, AL
3. Decatur City, AL
4. Enterprise City, AL
5. Hartselle City, AL
6. Madison County, AL
7. Mobile City, AL
8. Mobile County, AL
9. Morgan County, AL
10. Phenix City, AL
11. Tuscaloosa County, AL
12. Bay County, FL
13. Bradenton City, FL
14. Escambia County, FL
15. Hernando County, FL
16. Leon County, FL
17. Miami Gardens City, FL
18. Miami-Dade County, FL
19. New Port Richey City, FL
20. Niceville City, FL
21. North Miami City, FL
22. Ormond Beach City, FL
23. Panama City City, FL
24. Pasco County, FL
25. Pensacola City, FL
26. Pinellas County, FL
27. Pinellas Park City, FL
28. Santa Rosa County, FL
29. St. Petersburg City, FL
30. Tallahassee City, FL
31. Volusia County, FL
32. Albany City, GA
33. Augusta-Richmond County Consolidated Government, GA
34. Bartow County, GA
35. Columbus City, GA
36. Lee County, GA
37. Montgomery County, TN
38. Williamson County, TN

EXHIBIT B

Local Government Participation Agreement

Local Government: [ ]	**Monies to Be Paid by Publix Pursuant to Section B.3 of the Publix Agreement**
Authorized Official Name and Title:	Community Contribution:
Address 1:	$ [XXX.XX]
Address 2:	Common Benefit Withhold: $
City, State, Zip:	$ [XXX.XX]
Phone:	Attorneys Fees and Costs: $
Email:	$ [XXX.XX]

The Local Government identified above, [ ], in order to obtain and in consideration for the benefits provided to the Local Government pursuant to the *Agreement to Dismiss and Release Claims* ("*Publix Agreement*"), and acting through the undersigned authorized official, hereby elects to participate in the Publix Agreement, release all Released Matters against the Publix Released Parties, and agrees as follows.

1. The Local Government, [ ], is aware of and has reviewed the Publix Agreement, understands that all terms in this Government Participation Agreement have the meanings defined therein, and agrees that by executing this Local Government Participation Agreement, that it elects to participate in the Publix Agreement, to release the Released Matters, and to be bound by all of the terms and conditions of the Publix Agreement applicable to Local Governments.

2. Pursuant to Section B.3.a of the Publix Agreement, the Local Government shall receive the Community Contribution payment identified in the table above.

3. The Local Government shall promptly, and in any event no later than 10 business days after the receipt by the Local Government's Counsel of the monies provided herein, file the necessary paperwork, upon approval of the parties, to dismiss Publix with prejudice from the filed lawsuits, if any, related to the Released Matters.

4. By agreeing to the terms of the Publix Agreement, the Local Government is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. Nothing herein is intended to modify in any way the terms of the Publix Agreement to which the Local Government hereby agrees. To the extent this Government Participation Agreement is interpreted differently from the Publix Agreement in any respect, the Publix Agreement controls.

The Local Government made all necessary approvals and I have all necessary power and authorization to execute this Government Participation Agreement on behalf of the Local Government.

Local Government Signature:	
Date:	

EXHIBIT B

Local Government Participation Agreement

Local Government: **City of Pensacola, Florida**	**Monies to Be Paid by Publix Pursuant to Section B.3 of the Publix Agreement**
Authorized Official Name and Title: D.C. Reeves, Mayor	Community Contribution:
Address 1: 222 W Main Street	**$35,153.76**
Address 2:	Common Benefit Withhold:
City, State, Zip: Pensacola, Florida 32502	**$3,515.38**
Phone: 850-435-1516	Attorneys Fees and Costs:
Email: dcreeves@cityofpensacola.com and acobb@cityofpensacola.com	**$8,202.54**

The Local Government identified above, City of Pensacola, Florida, in order to obtain and in consideration for the benefits provided to the Local Government pursuant to the *Agreement to Dismiss and Release Claims* ("*Publix Agreement*"), and acting through the undersigned authorized official, hereby elects to participate in the Publix Agreement, release all Released Matters against the Publix Released Parties, and agrees as follows.

1. The Local Government, City of Pensacola**,** Florida, is aware of and has reviewed the Publix Agreement, understands that all terms in this Government Participation Agreement have the meanings defined therein, and agrees that by executing this Local Government Participation Agreement, that it elects to participate in the Publix Agreement, to release the Released Matters, and to be bound by all of the terms and conditions of the Publix Agreement applicable to Local Governments.

2. Pursuant to Section B.3.a of the Publix Agreement, the Local Government shall receive the Community Contribution payment identified in the table above.

3. The Local Government shall promptly, and in any event no later than 10 business days after the receipt by the Local Government's Counsel of the monies provided herein, file the necessary paperwork, upon approval of the parties, to dismiss Publix with prejudice from the filed lawsuits, if any, related to the Released Matters.

4. By agreeing to the terms of the Publix Agreement, the Local Government is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. Nothing herein is intended to modify in any way the terms of the Publix Agreement to which the Local Government hereby agrees. To the extent this Government Participation Agreement is interpreted differently from the Publix Agreement in any respect, the Publix Agreement controls.

The Local Government made all necessary approvals and I have all necessary power and authorization to execute this Government Participation Agreement on behalf of the Local Government.

CITY OF PENSACOLA, a Florida municipal corporation

Signature: _____
D.C. Reeves

Date:_____

Attest:

_____
Ericka Burnett, City Clerk

Legal as to form:

_____
Adam Cobb, City Attorney

File #: 26-784 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

APPOINTMENT - PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE

RECOMMENDATION:

That City Council appoint one individual to the Pensacola Affordable Housing Advisory Committee to fill an unexpired term ending June 30, 2028.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The committee shall serve in an advisory capacity and shall minimally perform the review functions stipulated in Section 420.9076, Florida Statutes, including the development of recommendations to the City Council regarding actions to address impediments, create incentives or support expansion of affordable housing opportunities within the City of Pensacola. Said recommendations shall be in the form of a Local Affordable Housing Incentive Plan which shall be presented to the City Council by representatives of the committee.

The following has been nominated:

Nominee:	**Nominated by:**
At-Large	
Brandy McGraw	Wiggins

PRIOR ACTION:

City Council makes appointments to this board every three years.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Nomination Form - Brandy McGraw
3. Application of Interest - Brandy McGraw
4. Resume - Brandy McGraw

PRESENTATION: No

Pensacola Affordable Housing Advisory Committee

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Branch, Keith	Residential home building	Council	0	2026	6/30/2028	6/12/2025	3	
Brown, Jr, George Ed	At Large	Council	0	2026	6/30/2028	6/12/2025	3	
Goodman, Percy L.	Not for profit provider	Council	0	2026	6/30/2028	6/12/2025	3	
Mays, Deborah L.	Real estate professional	Council	0	2026	6/30/2028	6/12/2025	3	
Neal, Melody	City Resident	Council	0	2026	6/30/2028	7/17/2025	0	
Ritz, Paul	Planning Board Rep	Council	0	2026	6/30/2028	6/12/2025	3	
Scott, Crystal	Adv/low income persons	Council	0	2026	6/30/2028	6/12/2025	3	
VACANT, VACANT		Council	0	2026	6/30/2028	9/25/2025	3	
Wiggins, Delarian	Council Member Rep	Council	0	2026	6/30/2028	6/12/2025	3	

Term Length: 3 Years

The committee shall serve in an advisory capacity and shall minimally perform the review functions stipulated in Section 420.9076, Florida Statutes, including the development of recommendations to the City Council regarding actions to address impediments, create incentives or support expansion of affordable housing opportunities within the City of Pensacola. Said recommendations shall be in the form of a Local Affordable Housing Incentive Plan which shall be presented to the City Council by representatives of the committee.

Said COMMITTEE shall consist of one (1) elected member of CityCouncil, six (6) representatives from any six of the categories below, and two (2)additional representatives appointed at the discretion of City Council, regardless ofwhether such representatives meet the criteria of the categories below:
(1) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
(2) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
(3) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
(4) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
(5) A citizen who is actively engaged as a for-profit provider of affordable housing.
(6) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
(7) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
(8) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
(9) A citizen who resides within the jurisdiction of the local governing body making the appointments.
(10) A citizen who represents employers within the jurisdiction.
(11) A citizen who represents essential services personnel, as defined inthe local housing assistance plan.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Delarian Wiggins, do nominate Brandy McGraw
(Nominee)

871 S G Street
(Home Address)

3362107307
(Phone)

(Business Address)

(Phone)

bvmcgraw@gmail.com
(Email Address)

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

for appointment by the City Council for the position of:

AT LARGE
PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE
(Unexpired three-year term ending 6/30/2028)

Provide a brief description of nominee's qualifications:

See attached application of interest and resume.

City Council Member or Mayor

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

Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, June 24, 2026 10:53 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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

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

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

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

(Section Break)

Personal Information	
Name	Brandy McGraw
Home Address	871 S G Street
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	3362107307
Email Address	bvmcgraw@gmail.com

Upload Resume (optional)	2025 Resume Brandy McGraw.pdf

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	7
If yes, how long have you been a City resident?	2 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Affordable Housing Advisory Comm for City of Pensacola
Please list the reasons for your interest in this position:	Stable housing and then home ownership is fundamental to improving lives and building financial independence for families
Do you currently serve on a board?	Yes
If yes, which board(s)?	UWF's Hal Marcus College of Science and Engineering Advisory Board
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	No

(Section Break)

Diversity

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

Gender	Female
Race	African-American
Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Brandy V. McGraw

281-803-9018 | bvmcgraw@gmail.com | linkedin.com/in/brandy-mcgraw

Operations and Supply Chain Executive Leader

Agile, data-driven, and results-driven supply chain executive with deep experience spanning diverse product lines, operational processes, and supply chain functions. Recognized for leading cross-functional teams to execute complex projects, streamline operations, and transform chaotic environments into efficient, high-performing systems. Areas of expertise include:

Team Engagement & Coaching	*Strategy Deployment*	*Organization Communication*
Cross-Functional Collaboration	*Lean Transformation*	*Community Engagement*
Mentoring & Talent Development	*"Silo" Breaking*	*Customer Centricity*

EDUCATION

Master of Science in Industrial and Systems Engineering, North Carolina A&T State University

Bachelor of Science in Chemical Engineering, North Carolina State University

PROFESSIONAL EXPERIENCE

GE VERNOVA 5/2024 – Present

Executive site leader – Wind Energy, Pensacola, FL 5/2024 – Present

Developed and deployed strategy for product company's highest-volume globally wind turbine manufacturing facility which serves as the flagship site for lean transformation, driving improvements through structured daily management and annual strategy deployment.

- Achieved a cost target or 19% year-over-year reduction in product cost through lean kaizens and process automation.
- Acted as an agile and collaborative partner with engineering and sourcing teams to partially mitigate challenges from unpredictable tariff environment.
- Engaged in relationship building with the local business community, supplier network, and government agencies to strengthen partnerships, expand collaboration opportunities, and enhance business support and sustainability.

BAKER HUGHES (FORMERLY GE OIL & GAS) 7/2017 – 02/2024

Global Supply Chain Director – Wireline Services, Houston, TX 03/2021 – 02/2024

Multi-site operations leader for a $1.2B energy transition services product line, leading global production, procurement, and sourcing. Directed a staff of more than 275 professionals, including teams responsible for HSE, manufacturing operations, engineering, procurement, quality, HR, and order management.

- Implemented a 21-point On-Time Supply improvement initiative.
- Expanded global production capacity by 21% in 2024 while reducing under-absorption, delivering a 62.5% improvement over 2023.
- Increased productivity by 7% versus the 2021 operating plan baseline of 3.65%

- Mitigated direct material deflation intensity to (5.2) %—improving predictions from (7.4) %—by deploying predictive cost tools, scale pricing controls, and enhanced integration of procurement and production planning.
- Developed and executed a restructuring strategy for product line manufacturing, completing phase one without service interruptions.
- Successfully integrated supply chain operations—including procurement, logistics, and manufacturing—of a $250M acquisition in 2023.

Complementary enterprise leadership includes serving as a crisis management leader for more than 20 Houston-area facilities during infrastructure and inclement weather emergencies; university recruitment lead for North Carolina A&T; and HBCU grant program leader for the Baker Hughes Foundation.

OFS Global Mfg Strategy Leader - Oilfield Services, Houston, TX 08/2020 – 03/2021

- Partnered with external consultants to develop a global manufacturing and real estate footprint restructuring strategy for the OFS product company.
- Led fact-finding and data development efforts to support scenario modeling and strategic recommendations and presented the final proposal to the product company CFO and CEO.

Plant Director – Completions and Wellbore Interventions, Houston, TX 08/2019 - 07/2020

Site operations leader for a component machining and tool assembly facility with $73MM in annual COGS shipments. Managed a staff of ten, including HSE, manufacturing operations, engineering, materials management, quality, HR, and order management.

- Increased quarterly shipments by 24% versus the 2019 Q1-Q3 average by stabilizing production schedules and providing clear goals.
- Delivered $26MM in annual savings through successful site restructuring, rooftop consolidation, and global transfer of work.

Infrastructure & Advanced Manufacturing Leader - Completions and Wellbore Interventions, Houston, TX 10/2018 – 08/2019

Manufacturing leader for a $2.2B revenue business responsible for executing the supply chain manufacturing productivity strategy focused on increasing machining capacity, duplicating assembly and testing capacity across strategic geographic regions, transferring operations between plants, innovation implementation and standardizing processes.

- Delivered 233,000 incremental machining hours through supplier development.
- Generated $33.4MM in incremental capacity via supplier development and successful duplication of assembly capabilities in the Eastern Hemisphere and external markets.

GENERAL ELECTRIC 4/2001– 07/2017* *(*parent company business entity change)*

Plant Manager – Reciprocating Compression, Oklahoma City, OK 12/2016-9/2018

Operations Manager – Flow and Process Technology, Deer Park, TX 04/2014-12/2016

Technical Services Manager – Energy Management, Mebane, NC 11/2010-4/2014

Operations Manager – Consumer and Industrial Auburn, ME 1/2007-10/2010
Various Roles – Industrial Systems, USA 7/2001 – 1/2007

TECHNICAL SKILLS, CERTIFICATIONS, AND INTERESTS

Six Sigma Greenbelt Certified

APICS CPIM Certified

File #: 26-533 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor, Delarian Wiggins, Council Member

SUBJECT:

AWARD OF BID NO. 26-028 - GOVERNMENT STREET, I STREET, AND BARRANCAS AVENUE INTERSECTION IMPROVEMENTS PROJECT

RECOMMENDATION:

That City Council award Bid # 26-028, Government Street, I Street, and Barrancas Avenue Intersection Improvement Project to Ingram Signalization, Inc., of Pensacola, FL, the lowest and most responsible bidder with a base bid of $928,790.50 plus a contingency of $92,879.50 for a total of $1,021,670. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities.

The Government Street, I Street, and Barrancas Avenue intersection improvement project is part of the Public Works and Engineering Department's five-year Streets and Traffic Capital Improvement Plan. This plan focuses on replacing older span-wire traffic signals that no longer meet hurricane-wind-load requirements and upgrading them to more resilient mast arms, while also improving pedestrian and roadway safety. In addition to converting the signal to mast arms, the project will include new LED streetlighting to enhance visibility, ADA-compliant ramps, improved sidewalks, pedestrian signals, and marked crosswalks. All improvements will be designed and constructed in accordance with City and FDOT standards and specifications.

Barrancas Avenue is a heavily traveled minor arterial carrying approximately 11,500 vehicles per day. Over the past five years, the existing traffic signal at this intersection has required repairs 35 times, creating repeated disruptions for motorists.

The work shall be constructed within 180 days from notice to proceed with an anticipated completion date of early 2027.

PRIOR ACTION:

February 12, 2026 – City Council adopted Unencumbered Carryover Supplemental Budget Resolution No. 2025-103 appropriating balances remaining in FY 2025 as well as appropriating additional revenue in LOST IV which included funding for this project.

FUNDING:

Budget:	$277,526.40	LOST IV Intersection Improvements
	$1,585,000	LOST IV Street Reconstruction
	$545,116	LOST IV General Energy & Efficiency Funds
	$2,407,642.40	TOTAL
Actual:	$928,790.50	Base bid
	$92,879.50	10% Contingency
	$1,021,670	TOTAL

FINANCIAL IMPACT:

Funds are currently appropriated from three LOST IV projects totaling $2,407,642.40. The breakdown of actual expenditures is as follows:

- $277,526.40 / $277,526 - LOST IV Intersection Improvements ($0.00 remaining)
- $585,000 / $1,585,000 - LOST IV Street Reconstruction ($1,000,000 remaining is going to Street Resurfacing)
- $159,143.60 / $545,116 - LOST IV General Energy & Efficiency ($385,972.40 remaining)

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins, Jr., Associate City Administrator
Amy Tootle, PE, Director of Public Works & Engineering

ATTACHMENTS:

1. BID TABULATION SHEET

PRESENTATION: No

TABULATION OF BIDS

BID NO: 26-028

TITLE: Government Street, I Street, and Barrancas Avenue Intersection Improvements Project

Submittals Due: 05/20/26, 2:30 P.M. Department: Public Works	INGRAM SIGNALIZATION, INC. Pensacola, FL	
Base Bid	$928,790.00	

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File #: 26-711 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF RFP NO. 26-022 - TERMINAL ADVERTISER CONCESSIONAIRE FOR PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council approve the ranking of the selection committee and award a contract to Clear Channel Outdoor, Airport Division of Allentown, PA requested through Request for Proposals (RFP) No. 26-022 for Terminal Advertiser Concessionaire for Pensacola International Airport. Further, that City Council authorize the Mayor to take the actions necessary to negotiate, execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

Currently, the Airport manages terminal advertising internally. Because terminal advertising requires specialized industry expertise, Airport staff proposes outsourcing this program to an advertising concessionaire to develop, operate, manage, market, and maintain a comprehensive terminal advertising program at Pensacola International Airport. Partnering with a dedicated operator will allow the Airport to maximize revenue, curate consistent brand messaging, elevate the overall traveler experience, and better align with long-term strategic goals.

On February 13, 2026, City Purchasing Department issued Request for Proposals No. 26-022 for the Terminal Advertising Concessionaire services. Four (4) responses were received and opened on April 16, 2026. A review panel consisting of Mr. Matthew Coughlin, Airport Executive Director; Mr. Todd Payne, Assistant Airport Director – Strategy & Development; and

Mrs. Bryant Liggett, Airport Marketing Specialist, reviewed the proposals submitted and requested that the top two (2) ranked firms and their respective teams make oral presentations. After hearing oral presentations on May 20, 2026 and evaluating the firms, the panel ranked the firms in the following order:

1. Clear Channel Outdoor, Airports Division
2. Lamar Airport Advertising Company

Clear Channel Outdoor, Airports Division is a nationally recognized and a leading player in U.S. airport advertising. The committee recommends entering a contract with the top-ranked firm, Clear Channel Outdoor, Airports Division for the terminal advertising program at Pensacola International Airport.

The initial contract term for the scope of services shall be for a period of seven (7) years. The contract shall include one (1) optional extension period of three (3) additional years, which may be exercised upon mutual agreement of the parties. The bid document requires the first-year Minimum Annual Guarantee (MAG) of $200,000 or 40% of total revenues (whichever is greater) to ensure the Airport maintains or exceeds its Fiscal Year 2025 terminal advertising revenue performance. The percentage of revenues is subject to negotiation and agreement during contract execution. Proceeding year’s MAG will be based on 85% of previous year’s gross sales. In addition, the concessioner has pledged a substantial capital investment to modernize the Airport's current advertising infrastructure. The final contract will come to the Mayor for approval after being negotiated by Airport Staff.

PRIOR ACTION:

None.

FUNDING:

Budget:	$145,000.00	Airport Fund
Actual:	$200,000.00	Minimum Annual Guarantee_Year 1

FINANCIAL IMPACT:

The bid document requires the first-year Minimum Annual Guarantee (MAG) of $200,000 or 40% of total revenues (whichever is greater) to ensure the Airport maintains or exceeds its Fiscal Year 2025 terminal advertising revenue performance.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

6/25/2026

STAFF CONTACT:

David H. Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Tabulation of Respondents
2. Notice of Intent

PRESENTATION: No

TABULATION OF PROPOSALS

RFP No: 26-022
TITLE: TERMINAL ADVERTISER CONCESSIONAIRE FOR PENSACOLA INTERNATIONAL AIRPORT

Submittals Due:
04/16/26, 2:30 P.M.
Department:
Pensacola International Airport

Clear Channel Outdoor, Airports Division
Morten Gotterup, President
7450 Tilghman Street, Suite 104
Allentown, PA 18106
610.674.6121
mortengotterup@clearchannel.com

Departure Media, Inc.
Leslie Bensen, Founder & CEO
180 Meeting St., Ste. 350
Charleston, SC 29401
(843) 200-2555
Fax: 843-571-2294
lcbensen@departure-media.com

Lamar Airport Advertising Company
ham Newman, Vice President, Sr. Director - Airp
655 E. 4500 S.
Salt Lake City, UT 84107
(404) 751-4536
Fax: (503) 447-3811
bnewman@lamar.com

RG Media USA, Inc.
Gilbert Aguiles, CEO
1960 SW 27th Avenue
Miami, FL 33145-2544
484-275-1088
Fax: 484-232-3462
gil@rgmedia.com

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THE CITY OF
PENSACOLA

Purchasing
850-435-1835
222 W Main Street
Pensacola, FL 32502
www.cityofpensacola.com

Memorandum

TO: Respondents to RFP #26-022, Terminal Advertiser Concessionaire for Pensacola International Airport

FROM: Dedria Lunderman, Purchasing Manager

SUBJ: Notice of Intent

Thank you for your oral presentations to the selection committee. After considering the information received from the presentations, the committee ranked the firms as shown below.

1) Clear Channel Outdoor, Airport Division
2) Lamar Airport Advertising Company

The committee's recommendation of award to the highest-ranked firm will be forwarded to the Mayor. The Mayor's recommendation for award of contract will be presented at a future City Council meeting. This memorandum serves as the City's Notice of Intent to Award.

Within five (5) business days of the issuance of this notice, any firm that responded to the RFP and believes that the City has incorrectly selected another respondent for award may submit a written notice of protest. Such notice of protest must be received by the City on or before 10:00 A.M. on May 28, 2026. Protests must be delivered to:

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

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the bidder, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

Thank you for your firm's submittal and interest in this project.

Attachment

cc: Bryant Liggett, Marketing & Communications Specialist, Pensacola International Airport, City of Pensacola
Todd Payne, Assistant Director, Strategy & Development, Pensacola International Airport, City of Pensacola

RFP NO. 26-022

TERMINAL ADVERTISER CONCESSIONAIRE FOR PENSACOLA INTERNATIONAL AIRPORT

Selection Committee Meeting (05/20/2026)
Oral Presentation Evaluations

FIRMS *Raw Score*	Bryant Liggett	Matt McCoughlin	Todd Payne	**TOTAL SCORE**	**RANKING ORDER**
Clear Channel Outdoor, Airports Division	1	1	1	**3**	**1**
Lamar Airport Advertising Company	2	2	2	6	2

Motion: Bryant Liggett moved to award contract to the top-ranked firm, Clear Channel Outdoor, Airports Divison

Seconded: Todd Payne

Vote: 3-0

File #: 26-712 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 26-025 - AIRSIDE FERTILIZER AND HERBICIDE SERVICES FOR PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council award Bid No. 26-025, Airside Fertilizer and Herbicide Services at Pensacola International Airport to Opterra Solutions, Inc. of Lexington, SC, the lowest and most responsible bidder with a base bid of $158,202.82. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On March 3, 2026, the City solicited Bid No. 26-025, Airside Fertilizer and Herbicide Services at Pensacola International Airport. The areas to be serviced included the Airport's approximately 48-acre stormwater pond including floor, sloped sides, stabilized access paths and top shelf using best practices for specific turf grass species; approximately 40,000 linear feet of fence line; approximately 1,600 linear feet of cracks along Runway 17-35; and cracks along Taxiways Alpha and Bravo. These services will be performed quarterly and, based on the bid documents, the contract term will be for a five (5) year period.

Bids closed on April 23, 2026, and the City received three (3) responsive bidders. The City intends to award the five (5) year contract to Opterra Solutions, Inc. of Lexington, SC, the lowest responsive bidder, with a base bid of $30,400.00 for year 1 and a total contract price of $158,202.82 over the five-year period beginning October 1, 2026 and ending September 30, 2031. A breakdown of the cost per year is provided below.

Year 1:	$ 30,400.00
Year 2:	$ 31,008.00

Year 3:	$ 31,628.16
Year 4:	$ 32,260.72
Year 5:	$ 32,905.94
Total:	$ 158,202.82

PRIOR ACTION:

None.

FUNDING:

Budget:	$30,400.00	Airport Fund
Actual:	$30,400.00	Services Year 1

FINANCIAL IMPACT:

The funds for these services will be appropriated in the Airport's Fiscal Year 2027 budget.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

6/25/2026

STAFF CONTACT:

David H. Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Notice of Intent

PRESENTATION: No

THE CITY OF
PENSACOLA

Purchasing
850-435-1835
222 W Main Street
Pensacola, FL 32502
www.cityofpensacola.com

April 30, 2026

TO: Respondents to Bid No. 26-025, Five Year Contract for Airside Fertilizer and Herbicide Services for Pensacola International Airport

FROM: Dedria Lunderman, Purchasing Manager

SUBJ: Notice of Intent to Award

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

Protest of the intent to award must be in writing and received in the Purchasing Office within five business days, no later than 10:00 A.M. on May 7, 2026. Protest must be delivered to:

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

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

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

cc: Erick Hurtado, Airport Administration & Contracts Manager, Pensacola International Airport, City of Pensacola

TABULATION OF BIDS

BID NO: 26-025

TITLE: FIVE (5) YEAR CONTRACT FOR AIRSIDE FERTILIZER AND HERBICIDE SERVICES FOR PENSACOLA INTERNATIONAL AIRPORT

SUBMITTALS DUE: 04/23/2026, 2:30 P.M. DEPARTMENT: Airport	**CHEMPRO SERVICES** Gulf Breeze, FL	**EDKO, LLC** Bossier, LA	**OPTERRA SOLUTIONS, INC.** Lexington, SC
Annual Stormwater Pond Services			
Year 1:	$22,000.00	$58,240.00	$22,700.00
Year 2:	$22,000.00	$59,987.20	$23,154.00
Year 3:	$23,100.00	$61,786.82	$23,617.08
Year 4:	$23,100.00	$63,640.42	$24,089.42
Year 5:	$24,255.00	$65,549.63	$24,571.21
Contract Total 5 Years:	**$114,455.00**	**$309,204.07**	**$118,131.71**
Annual Airfield Herbicide Services			
Year 1:	$18,600.00	$39,980.00	$7,700.00
Year 2:	$18,600.00	$41,179.40	$7,854.00
Year 3:	$19,530.00	$42,414.78	$8,011.08
Year 4:	$19,530.00	$43,687.23	$8,171.30
Year 5:	$20,500.00	$44,997.84	$8,334.73
Contract Total 5 Years:	**$96,760.00**	**$212,259.25**	**$40,071.11**
Hourly Rate - Additional Services	$125.00	$200.00	$240.00

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File #: 26-713 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 26-031 - TERMINAL APRON EXPANSION FOR PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council award Bid No. 26-031, Terminal Apron Expansion for Pensacola International Airport to C.W. Roberts Contracting, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of $7,845,951.00 plus a 10% contingency of $784,595.10 for a total of $8,630,546.10. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On April 2, 2026, the City solicited Bid No. 26-031 for the Terminal Apron Expansion at Pensacola International Airport. This project supports the airport's Terminal Modernization and Expansion program. The goal is to expand the existing south terminal apron to the West Remain Over Night (RON) apron to accommodate the future 5-gate expansion to the existing terminal building, which will be located south-west of the existing terminal building. The project requires heavy civil and infrastructure construction, featuring the following key components:

- Apron Work: Reconstruction and expansion of the west RON apron and reconstruction of a portion of the south RON apron.
- Airfield Lighting: Installation of new taxiway edge lights and lighted taxiway signage across all project areas.
- Site Preparation: Comprehensive grading of infield areas, clearing as required, and adjustments to impacted stormwater drainage.

On May 20, 2026, bids closed, and the City received four (4) responsive bidders. The City intends to award the contract to C. W. Roberts Contracting, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of $7,845,951.00 plus a 10% contingency of $784,595.10 for a total of $8,630,546.10.

PRIOR ACTION:

May 25, 2023 – City Council approved Resolution No. 2023-032 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved Supplemental Budget Resolution No. 2023-033 in the amount of $2,000,000 for the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

July 20, 2023 – City Council awarded a contract to EXP U.S. Services, Inc. for professional engineering and architectural services related to passenger terminal facility expansion at the Airport requested through RFQ #23-016.

October 10, 2024 – City Council approved Resolution No. 2024-72 establishing the intent to be reimbursed from proceeds of a future tax-exempt financing for the costs of the design and construction of the terminal expansion and renewal at the Airport in an amount not to exceed $140 million.

February 13, 2025 – City Council approved Resolution No. 2025-4 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved Supplemental Budget Resolution No. 2025-5 in the amount of $5,000,000 for the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved the selection of the underwriting syndicate for the Airport System Revenue Bonds, Series 2025 composed of Bank of America Securities, Inc. as the senior managing underwriter and PNC Capital Markets LLC and Raymond James &

Associates as co-managing underwriters.

March 13, 2025 – City Council approved the selection of Archer Western Construction, LLC ("Archer Western") as the best and most qualified firm under City of Pensacola Request for Qualifications No. 25-004 for Professional Construction Management at Risk (CMAR) Services for the Terminal Building Expansion Project at Pensacola International Airport (the "RFQ") and authorize the Mayor to negotiate a contract between the City and Archer Western to provide such services.

June 12, 2025 – City Council approved the acceptance of the Federal Aviation Administration Airport Terminals Program ("ATP") Grant No. 58 for Terminal Modernization and Expansion in the amount of $4,000,000.

June 12, 2025 – City Council approved Supplemental Budget Resolution No. 2025-33 in the amount of $4,000,000 for the Federal Aviation Administration Airport Terminals Program ("ATP") Grant No. 58 for Terminal Modernization and Expansion in the amount of $4,000,000.

September 11, 2025 - City Council held a public hearing regarding adoption of Resolution No. 2025-37 approving the issuance of the Series 2025 Bonds to finance the 2025 Projects, which include the Terminal Modernization and Expansion project.

September 11, 2025 - City Council adopted Resolution 2025-37 approving the issuance of the Series 2025 Bonds, in an amount not to exceed $150,000,000 to finance the 2025 Projects, which include the Terminal Modernization and Expansion project.

FUNDING:

Budget:	$2,000,000	FDOT Grant 452606-1-A801
	5,000,000	FDOT Grant 452606-2-9401
	4,000,000	FAA ATP Grant 58
	2,000,000	Airport Capital Funds
	104,681,400	Airport System Revenue Bonds, Series 2025 Project Funds
	$117,681,400	TOTAL
Actual:	$10,356,000	Terminal Expansion and Renewal Design (Estimate)
	7,845,951	Terminal Apron Construction
	784,596	Terminal Apron Construction Contingency
	445,000	Terminal Apron Construction RPR Services (Estimate)
	2,000,000	Construction Manager Cost (Estimate)
	1,500,000	Pre-construction Cost (Estimate)
	94,749,853	Construction Cost Including Contingency (Estimate)
	$117,681,400	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds, local funds, and bonds.

As additional grants are received, construction costs will be adjusted to account for the increase in available funding. The Terminal Modernization and Expansion project will be broken down in such a way that, as grant funding materializes, additional elements of the project will be brought on board.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

6/25/2026

STAFF CONTACT:

David H. Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Notice of Intent
2. Tabulation of Bids

PRESENTATION: No

THE CITY OF
PENSACOLA

Purchasing
850-435-1835
222 W Main Street
Pensacola, FL 32502
www.cityofpensacola.com

May 28, 2026

TO: Respondents to Bid No. 26-031, Terminal Apron Expansion for Pensacola International Airport

FROM: Dedria Lunderman, Purchasing Manager

SUBJ: Notice of Intent to Award

The City of Pensacola intends to award the contract to C. W. Roberts Contracting, Inc., as indicated in the attached tabulation. Thank you for your interest in the City's project. This notice serves as the City's notice of intent to award.

Protest of the intent to award must be in writing and received in the Purchasing Office within five business days, no later than 10:00 A.M. on June 4, 2026. Protest must be delivered to:

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

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

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

cc: Roy Remington, Assistant Airport Director - Planning & Engineering, Pensacola International Airport, City of Pensacola
Mimi Tsai, Airport Director of Planning & Engineering, Pensacola International Airport, City of Pensacola

TABULATION OF BIDS

BID NO: 26-031

TITLE: TERMINAL APRON EXPANSION AT PENSACOLA INTERNATIONAL AIRPORT

Submittals Due: 05/20/26, 10:00 A.M. Department: Airport	**C.W. ROBERTS CONTRACTING, INC.** Pensacola, FL	**ROADS, INC. OF NWF** Cantonment, FL	**PANHANDLE GRADING & PAVING, INC.** Pensacola, FL	**CHAVERS CONSTRUCTION SERVICES, INC.** Lynn Haven, FL
Base Bid	$7,845,951.00	$8,154,645.16	$8,432,189.22	$8,583,979.72

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File #: 26-714 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - UTILITY EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR SERVICE TO PENSACOLA STATE COLLEGE

RECOMMENDATION:

That City Council approve the utility easement agreement for underground utility lines installed by Florida Power & Light Company for service to Pensacola State College. Further, that City Council authorizes the Mayor to take all actions necessary to execute and administer the utility easement agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

With the opening of ST Engineering's Maintenance, Repair and Overhaul (MRO) facility located at Pensacola International Airport, the City and ST Engineering have been committed to developing a skilled local workforce for the aviation sector and a pipeline to employment in the aviation industry. The City worked with Pensacola State College (“PSC”) on this endeavor and as a result, PSC leased from the City real property located at the Pensacola International Airport to construct a classroom and hangar facility for use by PSC as an A&P School. The lease site is near ST Engineering's MRO Hanger 3 near the corner of Langley Avenue and Tippin Avenue.

Florida Power & Light Company requires an easement covering the location of the underground utility lines servicing Pensacola State College A&P School. The power is a necessary part of the site development for the construction of Pensacola State College facility on the Airport.

PRIOR ACTION:

December 12, 2024 - City Council approved the lease agreement between the City of Pensacola and the District Board of Trustees of Pensacola State College for real property located at Pensacola International Airport.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

6/25/2026

STAFF CONTACT:

David H. Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Easement Agreement
2. Easement Depiction

PRESENTATION: No

FLORIDA POWER & LIGHT COMPANY
UTILITY EASEMENT (BUSINESS)

Prepared by:
Name: Mimi Tsai
Street Address: 2430 Airport Blvd, Suite 225
City, State, Zip Code: Pensacola, FL
Sec. 14, Twp 1 , Rge 29
Parcel ID# 141S292100270001

Return to:
Florida Power & Light Company
_____
_____

[Reserved for Circuit Court]

The undersigned ("Grantor"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408 a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the right for FPL to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent Grantor has the power to grant, if at all, the rights of ingress and egress over, along, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor has signed and sealed this easement on _____day of _____, 20_____.

Signed, sealed and delivered in the presence of:

_____
Witness Signature
Witness Print Name: _____
Post Office Address: _____
_____

_____
Print Name: _____
Print Title: Airport Director
Post Office Address: _____
_____

Grantor:
City of Pensacola

By: _____
Print Name: _____
Print Title: _____
Post Office Address: _____
_____

_____
Print Name: _____
Print Title: Airport Attorney
Post Office Address: _____
_____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20_____by_____as_____of _____, a_____, on behalf of the_____, ☐ who is personally known to me **OR** ☐ has produced _____as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

Exhibit "A"

Easement Area

COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 03 DEGREES 12 MINUTES 02 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 337.25 FEET; THENCE DEPART SAID WEST LINE SOUTH 86 DEGREES 47 MINUTES 58 SECONDS EAST A DISTANCE OF 133.46 FEET TO EAST RIGHT-OF-WAY OF TIPPEN AVENUE, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 58 DEGREES 34 MINUTES 37 SECONDS EAST A DISTANCE OF 57.39 FEET; THENCE NORTH 02 DEGREES 33 MINUTES 40 SECONDS EAST A DISTANCE OF 7.25 FEET; THENCE SOUTH 87 DEGREES 26 MINUTES 20 SECONDS EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 02 DEGREES 33 MINUTES 40 SECONDS WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 87 DEGREES 26 MINUTES 20 SECONDS WEST A DISTANCE OF 8.61 FEET; THENCE SOUTH 58 DEGREES 34 MINUTES 37 SECONDS WEST A DISTANCE OF 65.27 FEET TO THE EAST RIGHT-OF-WAY OF TIPPEN AVENUE; THENCE NORTH 03 DEGREES 15 MINUTES 46 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 12.16 FEET TO THE POINT OF BEGINNING. THE EASEMENT HEREIN BEING SUBORDINATE TO FEDERAL AVIATION ADMINISTRATION GRANT ASSURANCE.

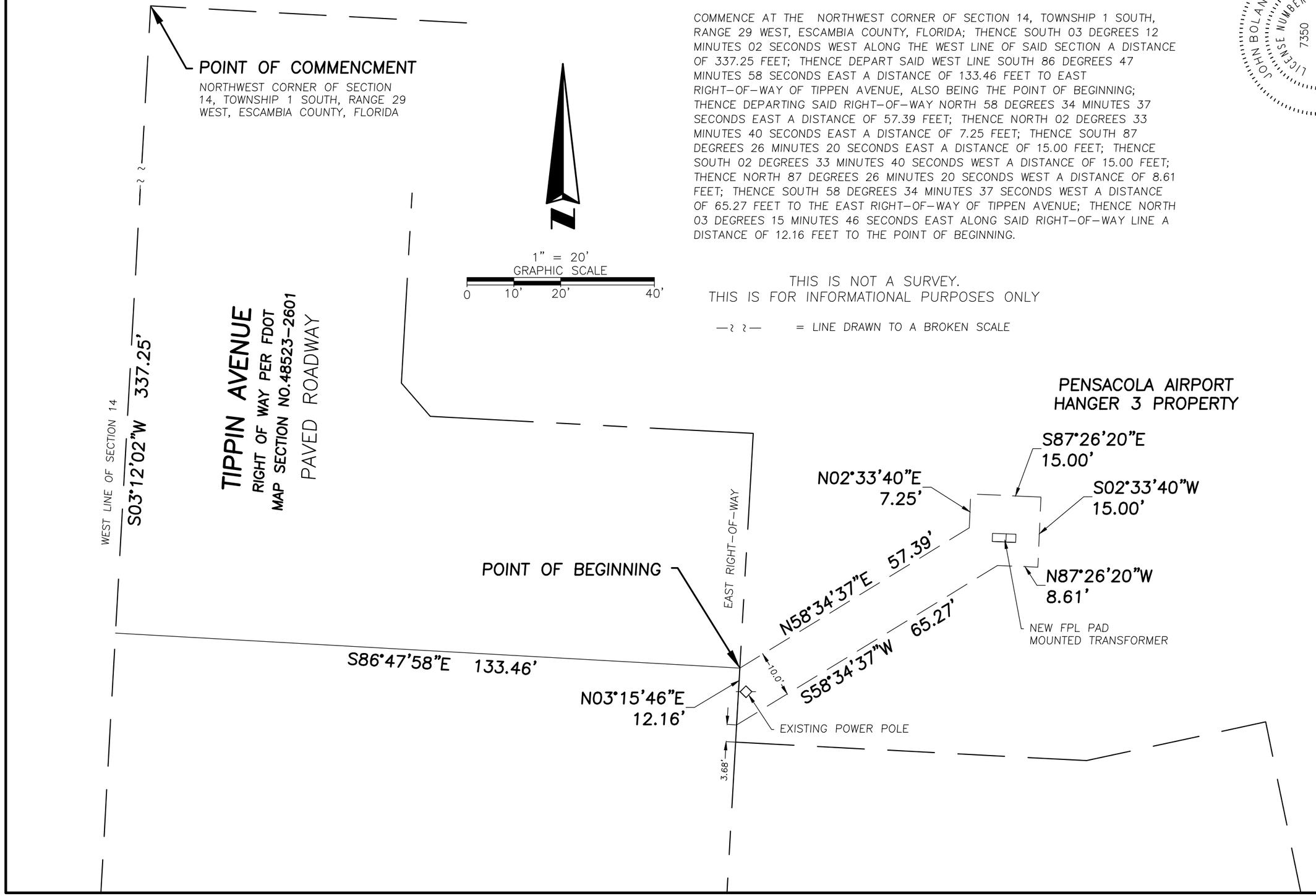
Exhibit "A"

DESCRIPTION (BY THIS SURVEYOR):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 03 DEGREES 12 MINUTES 02 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 337.25 FEET; THENCE DEPART SAID WEST LINE SOUTH 86 DEGREES 47 MINUTES 58 SECONDS EAST A DISTANCE OF 133.46 FEET TO EAST RIGHT-OF-WAY OF TIPPEN AVENUE, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 58 DEGREES 34 MINUTES 37 SECONDS EAST A DISTANCE OF 57.39 FEET; THENCE NORTH 02 DEGREES 33 MINUTES 40 SECONDS EAST A DISTANCE OF 7.25 FEET; THENCE SOUTH 87 DEGREES 26 MINUTES 20 SECONDS EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 02 DEGREES 33 MINUTES 40 SECONDS WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 87 DEGREES 26 MINUTES 20 SECONDS WEST A DISTANCE OF 8.61 FEET; THENCE SOUTH 58 DEGREES 34 MINUTES 37 SECONDS WEST A DISTANCE OF 65.27 FEET TO THE EAST RIGHT-OF-WAY OF TIPPEN AVENUE; THENCE NORTH 03 DEGREES 15 MINUTES 46 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 12.16 FEET TO THE POINT OF BEGINNING.

THIS IS NOT A SURVEY.
THIS IS FOR INFORMATIONAL PURPOSES ONLY

—≀ ≀— = LINE DRAWN TO A BROKEN SCALE



JOHN BOLAND LICENSE NUMBER 7350 STATE OF FLORIDA Professional Surveyor and Mapper

JOHN BOLAND, PSM
Registered Land Surveyor
Number 7350

SSMC SURVEY • GIS SUE

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
4400 BAYOU BLVD UNIT 40
PENSACOLA, FL 32504
(850) 638-0790
Certification Number LB2108
email: info@southeasternsurveying.com

SKETCH OF DESCRIPTION

Project: PNS AIRPORT UTILITY EASEMENT
Certified to: CITY OF PENSACOLA
Field Date: 5/7/2026
Drawn By: JMB
Scale: 1" = 20'

DRAWING NUMBER
64463022

SHEET NUMBER
1 OF 1

Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408

June 16, 2026

City of Pensacola
ATTN: Mayor D.C. Reeves
222 W. Main St
Pensacola, FL 32502

Re: Easement ("Easement") between City of Pensacola as sponsor of Pensacola International Airport ("Owner") and Florida Power & Light Company, a Florida corporation ("FPL") for Parcel Identification Number: 141S292100270001

Dear Owner:

As you are aware, FPL desires to acquire the Easement from Owner for the purpose of constructing and operating an electrical distribution line and associated equipment ("Facilities"). In addition to the language of the Easement and notwithstanding anything to the contrary contained in the Easement, by this letter ("Letter Agreement"), FPL and its successors agree to the following terms:

1. The Easement shall serve only property of Pensacola International Airport ("Airport"), including but not limited to aircraft maintenance hangars and aircraft training facilities.

2. Any construction, installation, maintenance and/or repair work performed at or about the Easement Area by or on behalf of FPL, including, without limitation, installation and construction of the Facilities, shall be performed in compliance with all applicable permits, laws, ordinances, regulations and orders. The Easement shall be subject and subordinate to matters of record as of the effective date of the Easement, Owner's present and future obligations as the sponsor of the Airport and Owner's present and future bond obligations, including but not limited to agreements between the Owner and Federal Aviation Administration regarding operation and maintenance of the Owner's property, said agreements being conditional for receipt of federal development funds by the Owner. Owner shall be solely responsible at Owner's sole cost and expense for compliance with Owner's present and future obligations as the sponsor of the Airport and Owner's present and future bond obligations, including but not limited to agreements between the Owner and Federal Aviation Administration regarding operation and maintenance of the Owner's property

3. FPL shall notify Owner when entering onto Owner's property by calling the Airport Operations Center ("AOC") and shall notify AOC when leaving Owner's property. Additionally, if the work required to be performed is within the airfield perimeter fence, AOC will dispatch appropriate personnel to provide escort to FPL or their designee, and neither FPL nor its designee shall enter any area within the airfield perimeter fence without such escort.

4. In the event that FPL needs to install communication lines or communication equipment on Owner's property or intends to allow any other person to install communication equipment or to use the Easement for any purpose, FPL will submit a Facility Change Request (FCR) to the Owner before any communications lines or equipment may be installed or the Easement is used by any other person. The Owner will evaluate the proposed communications lines and equipment to ensure said communications lines and equipment do not interfere with flight navigation equipment utilized on Owner's property or flight navigation equipment installed in aircraft arriving to or departing from Owner's property. FPL shall not install communications lines or equipment on

Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408

Owner's property, nor permit any other person to use the Easement for any purpose, without an approved FCR. Owner reserves the right to not approve an FCR.

5. Neither Owner nor FPL shall record this Letter Agreement in the Official Records of the Escambia County Clerk's Office, and any such recordation or attempted recordation of this letter by Owner or FPL shall render obligations of the non-defaulting party void. Agreement to this letter was passed by resolution of the Pensacola City Council and recorded as such by the Pensacola City Clerk in the files of Pensacola City Clerk as required by F.S. § 166.041(6). Such filing of passed resolution in Pensacola City Clerk's files shall not render the obligations of either party void. Each of the individuals signing on behalf of a party to this Letter Agreement that they represent, covenants and warrants that they have the full and absolute authority and ability to bind the entity, and that no other person must execute this Letter Agreement on behalf of such entity.

6. Except as amended hereby, all of the terms and conditions of the Easement shall remain in full force and effect. All defined terms not otherwise defined herein shall have the meanings set forth in the Easement.

This Letter Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Letter Agreement. This Letter Agreement may be executed by facsimile or electronic signatures, and such signatures shall have the same force and effect as originals.

Respectfully,

Stephen Rhodes
Area Real Estate Manager

APPROVED AS TO CONTENT:

Pensacola International Airport

By: _____
Name: Matthew F. Coughlin
Title: Airport Executive Director
Address: 2430 Airport Blvd.
Pensacola, FL 32504
Date: _____

AGREED TO AND ACCEPTED BY:

City of Pensacola

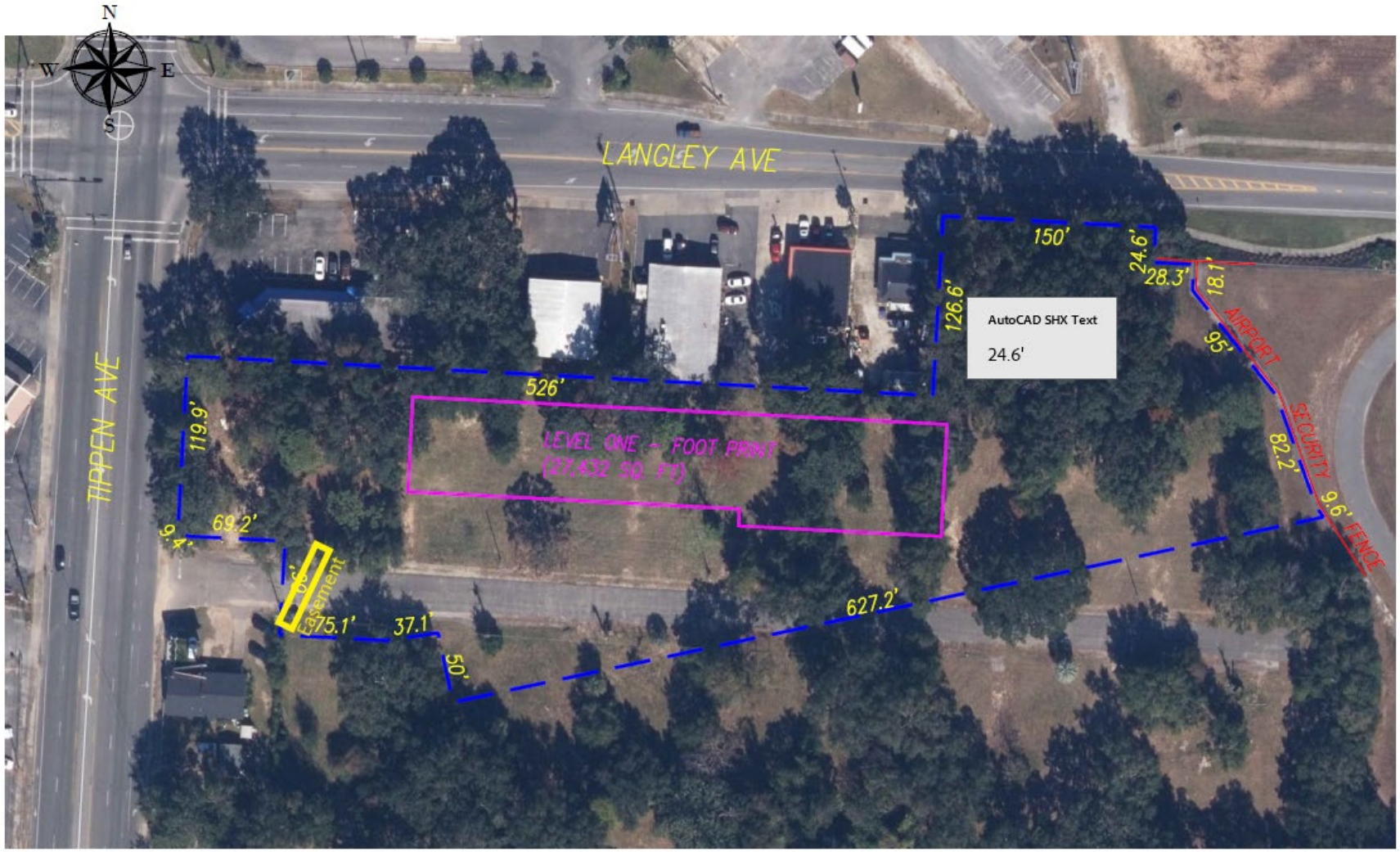
By: _____
Name: D.C. Reeves
Title: Mayor
Address: 222 W Main St.
Pensacola, FL 32502
Date: _____

LEGAL AND VALID AS DRAWN:

By: _____
Name: John Daniel
Title: Airport Attorney
Address: 2430 Airport Blvd.
Pensacola, FL 32504
Date: _____

Pensacola State College

FPL Easement



File #: 26-716 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT: CONSENT AND ESTOPPEL FOR SANDSPUR DEVELOPMENT, LLC

RECOMMENDATION:

That City Council approve the assignment and assumption of the Sandspur Development, LLC Lease to Shree Gopal Hospitality, LLC and the collateral assignment of the Lease between the City of Pensacola and Shree Gopal Hospitality, LLC to U.S. Small Business Administration. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer these assignments, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On November 20, 2008, City Council approved a ground lease and development agreement with Sandspur Development, LLC ("Sandspur"), for 11.44 acres of airport property along 12th Avenue (the "Agreement"). This lease aligned with Airport Staff's revenue diversification strategy to strengthen its non-airline revenue base. Since the lease commenced, Sandspur has successfully developed and operated a Hyatt-branded hotel and partnered with the Baptist Medical Group to build and operate a medical office building on the premises. On July 16, 2020, City Council approved Amendment No. 1 to the Agreement, which released 7.09 acres of the undeveloped portion of the property back to the Airport. This modification allowed the Airport to construct additional surface public parking to support passenger terminal operations. The initial lease runs for 50 years from the hotel's beneficial occupancy date of April 10, 2013, with options for three 10-year extensions that create a potential 80-year total lease period.

Sandspur now requests City consent to assign the agreement to Shree Gopal Hospitality, LLC ("Shree"), a Florida limited liability company. Under Section 14 of the agreement, assignments require prior written City consent, which is provided in the attached Assignment and Assumption of Lease. Additionally, to fund planned hotel improvements, Shree is seeking a

U.S. Small Business Administration loan secured by a lien on its leasehold interest. Pursuant to Section 20 of the agreement, the lessee may encumber its leasehold interest to a lender, and the City is obligated to cooperate in good faith. The attached Collateral Assignment of Lease and Landlord's Subordination confirms the current lease status, acknowledges the lien, and identifies any outstanding defaults.

This action does not otherwise impact the lessee’s ability to provide the required services, does not modify any material terms or conditions of its Agreement, and is otherwise allowable under the terms of the Agreement.

PRIOR ACTION:

December 13, 2007- City Council approved an Exclusivity Agreement with Innisfree Development, LLC, for negotiating rights for the development of a hotel complex and retail complex.

November 20, 2008 - City Council approved the Ground Lease and Development Agreement with Sandspur Development, LLC.

December 15, 2011 - City Council approved a Landlord’s Acknowledgement and Consent of Collateral Assignment of Lease.

August 8, 2019 - City Council approved the initial draft of Amendment Number 1 of the Ground Lease and Development Agreement with Sandspur Development, LLC.

July 16, 2020 - City Council authorize the Mayor to execute Amendment Number 1 of the Ground Lease and Development Agreement with Sandspur Development, LLC and execute both the associated Easement Agreement and the Memorandum of Ground Lease to reduce the Sandspur leasehold area, in substantially similar form as appropriate to carry out the purpose of the transaction.

FUNDING:

N/A

FINANCIAL IMPACT:

None

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

6/25/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator

Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Assignment and Assumption of Lease and City's Consent
2. Collateral Assignment of Lease and Landlord's Subordination

PRESENTATION: No

ASSIGNMENT AND ASSUMPTION OF LEASE AND CITY'S CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CITY'S CONSENT (this "Assignment") is made and entered into this _____ day of _____, 2026, by and among SANDSPUR DEVELOPMENT, LLC ("Assignor"), a Florida limited liability company; SHREE GOPAL HOSPITALITY LLC ("Assignee"), a Florida limited liability company;; and CITY OF PENSACOLA ("City"), a Florida municipal corporation;

WITNESSETH:

WHEREAS, Assignor, as lessee, and the City, as lessor, have entered into a certain Ground Lease and Development Agreement dated November 21, 2008, which lease has been amended by that certain Amendment Number 1 to Ground Lease and Development Agreement dated July 17, 2020, and is evidenced by that certain Memorandum of Ground Lease dated November 21, 2008, recorded in O.R. Book ____, Page ____, public records of Escambia County, Florida (said Agreement, Amendment, and Memorandum being hereinafter referred to collectively as the "Lease");

WHEREAS, Assignor desires to assign the Lease to Assignee, and Assignee desires to accept such assignment and to assume the obligations of Assignor under the Lease which accrue on or after _____, 2026 (the "Closing Date");

WHEREAS, the City desires to consent to such assignment;

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

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

2. Assignment. Assignor hereby absolutely and unconditionally assigns the Lease to Assignee.

3. Assumption. Assignee hereby absolutely and unconditionally assumes and agrees to perform those obligations of Assignor under the Lease that accrue on or after the Closing Date.

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4. Consent of City. The City hereby consents to the foregoing assignment and assumption of the Lease.

5. No Amendment to Lease. Nothing in this Assignment shall be deemed or construed to amend the Lease in any way other than changing Assignor's name in the Lease to Assignee's name.

6. No Release. This Assignment shall not release or relieve Assignor from or of any of its obligations under the Lease, in whole or in party.

7. Governing Law. This Assignment and all provisions hereof shall be governed by and construed in accordance with the laws of the State of Florida.

8. Entire Agreement. This Assignment sets for the entire understanding and agreement by or among the parties hereto with respect to the subject matter hereof, and all prior negotiation, agreements, and understandings by or among the parties hereto with respect to the subject matter hereof are hereby superseded.

IN WITNESS WHEREOF, Assignor, Assignee, and the City have executed this Assignment as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

AFFIX CORPORATE SEAL

SANDSPUR DEVELOPMENT, LLC
a Florida limited liability company

By Innisfree Hotels, Inc.,
an Alabama corporation
Its Manager

By: _____
Ted Ent
Its CEO and President

ATTEST:

_____
Print Name: _____
Title: _____

DRAFT

Signed, sealed, and delivered
presence of:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

SHREE GOPAL HOSPITALITY LLC
a Florida limited liability company

By: _____
Print Name: _____
Title: _____

ATTEST:

_____
Print Name: _____
Title: _____

AFFIX CORPORATE SEAL

Signed, sealed, and delivered
presence of:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
D. C. Reeves
Its Mayor

ATTEST:

_____
Ericka Burnett
Its City Clerk

AFFIX CITY SEAL

DRAFT

Approved as to content:

_____
Matthey F. Coughlin
Airport Executive Director

Approved as to form:

JOHN DANIEL LAW P.A.
a Florida professional association
Airport Attorney

By: _____
John P. Daniel
Its President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by TED ENT, the CEO and President of Innisfree Hotels, Inc., an Alabama corporation, which is the Manager of Sandspur Development, LLC, a Florida limited liability company, on behalf of the company. ☐ Said person is personally known to me, or ☐ said person has produced _____ as identification and who did not take an oath.

AFFIX NOTARY SEAL OR STAMP

_____
Notary Public

DRAFT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, the _____ of Shree Gopal Hospitality LLC, a Florida limited liability company, on behalf of the company. ☐ Said person is personally known to me, or ☐ said person has produced _____ as identification and who did not take an oath.

AFFIX NOTARY SEAL OR STAMP

_____

Notary Public

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by D. C. REEVES, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of the corporation. ☐ Said person is personally known to me, or ☐ said person has produced _____ as identification and who did not take an oath.

AFFIX NOTARY SEAL OR STAMP

_____

Notary Public

DRAFT

COLLATERAL ASSIGNMENT OF LEASE
AND LANDLORD'S SUBORDINATION

This Collateral Assignment of Lease and Landlord's Subordination ("Assignment") is made this ____ day of _____, 2026, by and among **Shree Gopal Hospitality LLC,** a Florida limited liability company, whose address is _____ ("Borrower" and "Tenant"), **City of Pensacola**, a Florida municipal corporation, whose address is 222 W. Main Street, Pensacola, Florida 32502 ("Landlord"), and _____ ("CDC") **and the U.S Small Business Administration**, whose address is _____ (jointly and severally, the "Lender").

WHEREAS, Sandspur Development, LLC, a Florida limited liability company ("Original Lessee") and Landlord have entered into a Ground Lease and Development Agreement dated November 21, 2008, as amended by Amendment Number 1 to Ground Lease and Development Agreement dated July 17, 2020("Lease"), whereby Borrower is leasing certain premises as more particularly described in the Lease and commonly known as Hyatt Place Pensacola Airport and Baptist Medical Park Airport ("Premises"), for the operation of Borrower's hospitality and management business; and

WHEREAS, Original Lessee has assigned the Lease to Borrower pursuant to that certain Assignment and Assumption of Lease and City's Consent dated _____, 2026 (the "Assignment"); and

WHEREAS, Borrower is installing various tenant improvements and equipping the Premises for the operation of Borrower's hospitality and management business; and

WHEREAS, Borrower is financing its tenant improvements and equipment and fixtures ("Collateral") with loans from _____ and from Lender through a U.S. Small Business Administration ("SBA") 504 Loan (the "504 Loan") under which CDC will assign this Agreement to the SBA; and

WHEREAS, the Authorization for the SBA 504 Loan requires that Lender have a security interest in Borrower's equipment and fixtures subject only to the prior lien of _____ and a collateral assignment of Borrower's interest in the Lease; and

WHEREAS, Landlord is willing to consent to a collateral assignment of the Lease to Lender and to subordinate its interest in the equipment and fixtures.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to make the 504 Loan to Borrower, the parties agree as follows:

1. Collateral Description. The word "Collateral" means Borrower's equipment and fixtures,including any proceeds and products, acquired as part of the 504 Loan, and including all replacements and substitutions, wherever located.

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2. Borrower's Collateral Assignment of Lease. Borrower hereby assigns to Lender all Borrower's rights in the Lease as partial security for the 504 Loan. The parties intend that this collateral assignment will be a present transfer to Lender of all Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the 504 Loan or Lease. Upon full performance by Borrower under the 504 Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the 504 Loan, until the 504 Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, that minor amendments, which do not increase Borrower's obligations or decrease Borrower's rights under the Lease, may be made.

3. Consent of Landlord. Landlord consents to the above assignment. If Borrower defaults under the 504 Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation, liability for rent. Whether Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as tenant under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

4. Lease Defaults. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. So long as Borrower is not in breach or default under the Lease, Borrower's possession of the Premises shall not be disturbed. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender within such 60-day period (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), but Lender has commenced to cure the noticed default and continues thereafter with all due diligence to attempt to complete its cure, even though such cure takes longer than such cure period, then the time to cure shall be extended for a reasonable period, and Landlord also will not terminate the Lease so long as Landlord receives all sums due under the Lease for any period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

5. Subordination of Landlord's Interest. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and subordinates all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

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6. Entry Onto Premises. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time, including any period to cure granted to Lender, after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the reasonable cost of repair.

7. Amendment of Lease. This Agreement is incorporated into and hereby made a part of the Lease, and to the extent that any of the terms or provisions of the Lease contradict the terms or provisions of this Agreement, the terms and provisions of this Agreement are deemed to amend the Lease and shall control.

8. Miscellaneous Provisions. The following miscellaneous provisions are a part of this Agreement:

a. Binding Effect. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply.

b. Multiple Counterparts. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

c. Authority to Sign. Each party hereby represents and warrants that its entry into and its performance of its obligations under this Agreement are fully authorized and that all necessary actions therefor have been taken by it, and the person(s) signing this Agreement below on such party's behalf represents and warrants that he or she is fully authorized to do so. Borrower and Landlord acknowledge that CDC is assigning its rights and interests under this Security Agreement to SBA and that CDC services the 504 Loan for SBA.

d. Lender's Rights With Respect to 504 Loan. Without notice to Landlord and without affecting the validity of this Agreement, Lender may do or not do anything it deems appropriate or necessary with respect to the 504 Loan, any obligors on the 504 Loan, or any Collateral for the 504 Loan; including without limitation, extending, renewing, rearranging, or accelerating any of the 504 Loan indebtedness.

e. Notice. Any notices required or permitted to be given under this Agreement shall be sufficient if (i) in writing and (ii) either (1) personally delivered or (2) sent by certified or registered mail, return receipt requested and postage prepaid, or (3) sent by overnight U.S. Express mail or overnight letter (commercial courier), to the party's address as set forth above. Any notice required or permitted to be given under this Agreement shall be deemed effective

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upon receipt or failure to accept delivery. Notice of any change in address shall be given as set forth in this section.

f. Governing Law. The 504 Loan secured by this lien was made under a United States Small Business Administration ("SBA") nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Except as otherwise provided herein, this Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, exclusive of such jurisdiction's choice of law provisions.

g. Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

h. No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may he granted or withheld in the sole discretion of Lender.

i. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If

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feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

j. Definitions. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms in the singular include the plural and vice versa, any one gender includes all other genders, "includes" and "including" are not limiting, "or" is disjunctive but not exclusive, and "all" includes "any" and vice versa. Captions in this Agreement are used for convenience only and are not to be used in construing this Agreement. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

(1) Agreement. The word "Agreement" means this Collateral Assignment of Lease and Landlord's Subordination, as this Collateral Assignment of Lease and Landlord's Subordination may be amended or modified from time to time, together with all exhibits and schedules attached to this Collateral Assignment of Lease and Landlord's Subordination from time to time.

(2) Borrower. The word "Borrower" means Shree Gopal Hospitality LLC, a Florida limited liability company, and includes all co-signers and co-makers signing the Note and all their successors and assigns.

(3) Collateral. The word "Collateral" means all Borrower's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

(4) Lease. The word "Lease" means that certain Ground Lease and Development Agreement dated November 21, 2008, as amended by Amendment Number 1 to Ground Lease and Development Agreement dated July 17, 2020 ("Lease") by and between Sandspur Development, LLC, a Florida limited liability company ("Original Lessee") and Landlord, as assigned to Borrower pursuant to that certain Assignment and Assumption of Lease and City's Consent dated _____, 2026 .

(5) Lender. The word "Lender" means _____, a _____ corporation, that is an SBA certified development company certified to make loans under the SBA 504 Loan program, and the U.S. Small Business Administration, an agency of the United States of America, and its or their successors and/or assigns.

(6) 504 Loan. The words "504 Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

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(7) Note. The word "Note" means the Note executed or to be executed by Borrower in the principal amount of $_____.00 to evidence the 504 Loan, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note.

(8) Premises. The word "Premises" means those certain premises being leased by Borrower from Landlord as more particularly described in the Lease and commonly known as Hyatt Place Pensacola Airport and Baptist Medical Park Airport.

(9) Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, financing statements, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the 504 Loan.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS COLLATERAL ASSIGNMENT OF LEASE AND SUBORDINATION AGREEMENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED THE DATE AND YEAR SET FORTH ABOVE.

CDC:

Signed, sealed, and delivered
presence of:

_____
a _____

_____
Print Name: _____
Address: _____
_____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____
Address: _____
_____

ATTEST:

_____
Print Name: _____
Title:_____

AFFIX SEAL

DRAFT

BORROWER:

Signed, sealed, and delivered
presence of:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

SHREE GOPAL HOSPITALITY LLC
a Florida limited liability company

By: _____
Print Name: _____
Title: _____

ATTEST:

_____
Print Name: _____
Title:_____

AFFIX CORPORATE SEAL

LANDLORD:

Signed, sealed, and delivered
presence of:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
D. C. Reeves
Its Mayor

ATTEST:

_____
Ericka Burnett
Its City Clerk

AFFIX CITY SEAL

DRAFT

Approved as to content:

_____
Matthey F. Coughlin
Airport Executive Director

Approved as to form:

JOHN DANIEL LAW P.A.
a Florida professional association
Airport Attorney

By: _____
John P. Daniel
Its President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, the _____ of _____, a _____, on behalf of the _____. ☐ Said person is personally known to me, or ☐ said person has produced _____ as identification and who did not take an oath.

AFFIX NOTARY SEAL OR STAMP

_____
Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, the _____ of **Shree Gopal Hospitality LLC**, a Florida limited liability comnpany, on behalf of the company. ☐ Said person is personally known to me, or ☐ said person has produced _____ as identification and who did not take an oath.

AFFIX NOTARY SEAL OR STAMP

_____
Notary Public

DRAFT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by **D. C. REEVES**, the Mayor of **City of Pensacola**, a Florida municipal corporation, on behalf of the corporation. ☐ Said person is personally known to me, or ☐ said person has produced _____ as identification and who did not take an oath.

AFFIX NOTARY SEAL OR STAMP

_____
Notary Public

DRAFT

ASSIGNMENT TO SBA

Shree Gopal Hospitality LLC, a Florida limited liability company assigns this Collateral Assignment of Lease and Landlord's Subordination to the U.S. Small Business Administration.

By: _____ Date: _____, 2026
Name:
Title:

Attest: _____
Name:
Title:

INSERT NOTARY ACKNOWLEDGMENT

DRAFT

File #: 26-383 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH PENSACOLA CHILDREN'S CHORUS FOR PENSACOLA SINGS PROGRAM

RECOMMENDATION:

That City Council approve the MOU - memorandum of understanding between the City of Pensacola Parks and Recreation Department and Pensacola Children's Chorus, Inc. to utilize City Community Centers to operate the Pensacola Sings youth neighborhood Choir Program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #3: Support for Youth Experiences.

The City of Pensacola Parks and Recreation Department and Pensacola Children's Chorus, Inc. are seeking approval from the City Council to enter into a memorandum of understanding that allows the City to collaborate with Pensacola Children's Chorus, Inc. a Florida not-for-profit corporation, to conduct "Pensacola Sings", a youth neighborhood choir program, for the purpose of promoting positive physical, mental, and social development of participating youth.

Pensacola Children's Chorus, Inc. is a non-profit, community-based arts education program for youth that teaches music and performance skills. The City desires to offer a chorus program to benefit and enrich youth experiences by teaching music and performance skills and has partnered with Pensacola Children's Chorus in the past to provide a chorus program at local Resource Centers. In the agreement being considered, Pensacola Children's Chorus, Inc. will offer a chorus program, also known as 'Pensacola Sings," throughout 2026 at no cost to participants between the ages of five (5) to eighteen (18) at identified locations and in

accordance with the responsibilities stated in the MOU.

Key responsibilities of Pensacola Children's Chorus include:
* Teach music and performance skills to all enrolled participants in three ten-week sessions at: Woodland Heights Community Center, Gull Point Community Center and Cobb Community Center.
* Maintain a minimum of ten (10) participants at each location for each session.
* Ensure that all staff have completed background checks in accordance with Florida Statutes Chapter 435.
* Provide an itemized report on costs and benefits following each session.
The City will provide space to conduct the program, assist with marketing of the program, and provide monthly payments to Pensacola Children's Chorus in an amount not to exceed $22,000 per year, payable upon the receipt of itemized invoices for expenses incurred by Pensacola Children's Chorus to conduct the program.

PRIOR ACTION:

February ~~26~~ 27, 2025 - City Council approval of memorandum of understanding with Pensacola Children's Chorus for "Pensacola Sings" to offer chorus program to benefit and enrich youth experiences.
June 16, 2026 - Pensacola Sings memorandum of understanding received recommendation of approval by ~~City Council~~ Parks and Recreation Board for "Pensacola Sings" program.

FUNDING:

Budget: $22,000

Actual: $22,000

FINANCIAL IMPACT:

Funding in the amount of $22,000 has been appropriated in the Parks and Recreation, Recreation Fund account.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

4/13/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Tonya Byrd, Parks and Recreation Director

ATTACHMENTS:

1. Memorandum of Understanding - Pensacola Children's Chorus Pensacola Sings

PRESENTATION: No

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PENSACOLA (PARKS AND RECREATION DEPARTMENT) AND PENSACOLA CHILDREN'S CHORUS, INC.

This Memorandum of Understanding (**"MOU"**) is made and entered into this _____ day of _____, 2026 (**"Effective Date"**), by and between the City of Pensacola through its Parks and Recreation Department (the **"City"**), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and the Pensacola Children's Chorus, Inc. (the **"Provider"**), a Florida not-for-profit corporation, located at 48 E. Chase St, Pensacola, Florida 32502 (the City and Activity Program Provider collectively referred to hereinafter as the (**"Parties"**).

WITNESSETH

WHEREAS, the City is committed to providing space for youth services programs that will benefit and enrich children in the community; and

WHEREAS, the Provider is a non-profit, community-based program for children and families; and

WHEREAS, the City owns property located at 111 Berkley Drive, Pensacola, FL 32503, known as the Woodland Heights Resource Center (**"Facility One"**); and

WHEREAS, the City owns property located at 900 N F Street, Pensacola, FL 32501, known as the Fricker Resource Center (**"Facility Two"**); and

WHEREAS, the City owns property located at 7000 Spanish Trail, Pensacola, FL 32504, known as the Gull Point Resource Center (**"Facility Three"**) (Facility One, Facility Two, and Facility Three collectively referred to hereinafter as the **"Facilities"**); and

WHEREAS, the Parties desire to collaborate to offer a chorus program, titled "Pensacola Sings" (the **"Program"**), and

WHEREAS, the Parties desire to enter into this MOU to memorialize and establish the specific responsibilities of both Parties for offering the Program at the Facilities.

NOW, THEREFORE, in consideration of the mutual terms and conditions, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree as follows:

SECTION 1 PROVIDER RESPONSIBILITIES

1.1 Maintenance of Appropriate Programming. The Provider will provide a community-based arts education program for youth that teaches music and performance skills at each of the Facilities in three ten-week sessions. The Provider agrees to provide staffing and equipment necessary to operate an effective, quality program.

1.2 Participants. The Provider will ensure all Program participants are between the ages of five (5) and eighteen (18). The Provider will maintain a minimum of ten (10) participants at each location for each session. The Provider agrees to promptly notify the City if registration is below ten (10) participants at any of the Facilities. If there are less than ten (10) participants registered at any given Facility, written approval must be provided by the City to continue the Program at the Facility with less than ten (10) registered participants.

1.3 Program Location. The Program will be held at the Facilities and at any other community resource center as identified by the City. Any requests for additional facility use must be made in writing a minimum of ten (10) working days prior to the Program session.

1.4 Facility Use & Maintenance. The Provider will adhere to the Facilities' and park rules, hours and closures during severe weather, due to repairs, or holidays and will ensure that all facilities used for the programming and activities are left clean and litter free in the same or better condition then as they were found. The Provider agrees to pay for any requested Facility maintenance which occurs outside the normal weekday operating hours for City custodial staff or park maintenance staff.

1.5 Personnel Requirements. The Provider will provide adequate staffing to operate a quality Program. Prior to commencing any Program session, the Provider shall deliver to the City a list of all staff, including volunteers and board members (collectively, **"Personnel"**), and such list will include, at a minimum: (1) the full name and contact information for all Personnel, (ii) a memorandum stating that all listed Personnel have passed a Level 2 background screening check completed within the 12-month period immediately preceding delivery. The Provider will deliver to the City updated lists to include any proposed new Personnel prior to any such new Personnel commencing involvement with he Program and will further deliver a current and updated list upon request by the City. The Provider is responsible for notifying the City if any staff, volunteers or board members become ineligible to work with children under Florida Statutes.

1.6 Production of Required Financial Information. Prior to the City's execution of this MOU, the Provider shall furnish to the City the following information: (1) a copy of the Provider's IRS Form 990 return together with schedules and any extensions filed in

connection therewith, for the immediately preceding three years, (2) a copy of the Provider's financial statements and a statement of profit and loss for the immediately preceding three years, (3) an itemized budget, (4) a cost/benefit analysis with itemized burden of cost within 14 days after each Program session has ended. All financial statements, reports and other materials to be furnished to the City in accordance with this section shall be in form and detail satisfactory to the City acting reasonably. The Provider will prepare and maintain its financial documents, records, statements and reports in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding fiscal or calendar yar, as applicable. All financial statements and financial information submitted to the City in accordance with this MOU shall include detailed information regarding (i) any entities, such as corporations, partnerships or LLCs, of which the Provider has an ownership interest, and (ii) any entities of which the Provider does not have ownership interest, but for which the Provider is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to the City via electronic means, including, without limitation, by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, document s in Tagged Image Format Files (**"TIFF"** or Portable Document Format (**"PDF"**) shall be treated as originals, fully binding and with full legal force and effect and the Parties waive any rights they may have to object to such treatment. City may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the Provider. Delivery of financial statements or information can be satisfied by delivery of data from QuickBooks in form requested by the City.

1.7 **Production of Miscellaneous Required Documents**. The Provider agrees to provide the City with the following at least ten (10) days prior to the start of the Program at any of the Facilities: (1) any written disciplinary guidelines for participants prior to the start of any Program session, (2) the schedule of all Provider board meetings and at least forty-eight (48) hours' notice to the City of any board meeting not included on the original schedule (3) upon request, board meeting minutes to the City, within fourteen (14) days of the occurrence of such board meeting, (4) a copy of the Provider's most updated by-laws, constitution, and standard operating procedures.

1.8 **Recognition of City Partnership.** The Provider must recognize the City as a partner in all Provider Programs located at the Facilities and include the City's Parks and Recreation Department logo on all publications, flyers and promotional materials that relate to the Program.

1.9 **Program Marketing.** The Provider agrees to provide a marketing plan, which acknowledges the City's partnership in providing the Program, for review by the City's Parks

and Recreation Marketing Coordinator a minimum of sixty (60) days prior to the Provider promoting the Program. To be eligible for promotion in the City's quarterly program guide and on the Play Pensacola website, the Provider must provide Program session information sixty (6) days prior to the Program to the City's Parks and Recreation Marketing Coordinator.

1.10 Notification of Accidents and Incidents. The Provider shall notify the City in writing no later than 12:00pm on the next business day after any accidents/incidents that require medical attention or when public safety personnel were called to assist the Provider at any of the Facilities. The notification shall include the date of the incident, the name of the injured party and any witnesses, and a brief description of the incident. Additionally, the Provider shall notify the City in writing under the same conditions if there is any damage done to a City Facility or City Property.

1.11 Maintenance of Records and Accounts. The Provider will keep proper books, records and accounts in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. The City reserves the right to conduct an audit of the Provider's financial activities as it relates to this MOU at any time upon thirty (3) days written notice to the Provider. The Provider shall fully cooperate and make available to the City its relevant financial records in order for the City, or its auditors, to complete its audit.

1.12 No Discrimination. The Provider agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the use or occupancy of the Facilities, or in the operation of the Program.

SECTION 2 CITY'S RESPONSIBILITIES

2.1 Provision of Facilities. The City agrees to provide each of the Facilities for the Provider's Program. However, as continuous growth may impact the City's ability to offer additional space, growth of the Program must be managed and coordinated with the City.

2.2 Program Marketing. The City agrees to promote the Program in the City's quarterly program guide and on the Play Pensacola website. However, to be eligible for promotion in the City's quarterly program guide and on the Play Pensacola website, the Provider must provide Program session information sixty (6) days prior to the Program to the City's Parks and Recreation Marketing Coordinator. Any additional requests for informative advertisements of the Program must be approved, in advance, by the City.

2.3 Facility Inspection and Maintenance. The City agrees to inspect all City owned Facilities annually and provide routine maintenance as the City sees fit.

2.4 Program Reimbursement. In exchange for the Program administered by the Provider, the City agrees to provide monthly support payments to the Provider in an amount not to exceed $22,000 per year, payable upon the receipt of invoices which must be in a form acceptable to the City. Failure by the Provider to comply with the terms or conditions of this MOU may result in non-payment of the invoices submitted by Provider to the City.

SECTION 3 INSURANCE AND INDEMNIFICATION

3.1 Insurance. Prior to the start of any Program session, the Provider must provide proof of commercial general liability insurance with a minimum liability limit of $1,000,000 per occurrence and in the aggregate. The City of Pensacola must also be listed as an "additional insured" on the policy. Certificate holder shall read: City of Pensacola; c/o Parks and Recreation Department, P.O. Box 12910, Pensacola, Fl 32521 or to the City of Pensacola, c/o Parks and Recreation Department, 222 West Main Street, Pensacola, Florida 32503.

3.2 Indemnification. The Provider agrees to add the City of Pensacola as a release or held harmless in any Hold Harmless Agreement included as part of the activity participation and to provide to the City upon request. The Provider agrees to fully indemnify, defend and hold harmless the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the city of Pensacola's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as **"Liabilities"**), to which any or all of them may be subjected, to the extent such Liability are caused by or result from any negligent act or omission or willful misconduct of Provider in connection with its use of the Facility. This includes any damage to, or theft of, Provider property stored or left on City property. This shall be a continuing release and shall remain in effect until revoked in writing.

SECTION 4 MISCELLANEOUS PROVISIONS

4.1 Condition of Facilities. The Provider hereby acknowledges and agrees that the City provides the Facilities, and the Provider accepts the Facilities "as/is, where is and with all faults" without any representation or warranty of City, express or implied, of any kind whatsoever other than as expressly set forth in this MOU. The Provider acknowledges that the City has made no representations or warranties relating to the suitability of the Facilities for any particular use or purpose and that the City shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Property other than as expressly set forth in this MOU. Without limiting the generality of the foregoing, the City shall not be liable for any latent or patent defect in the Facilities, and City shall not have any liability or responsibility to the Provider for any loss, damage, or expense incurred by the Provider occasioned by the condition or characteristics of the Facilities,

further, City hereby disclaims any and all express or implied warranties as to the condition of the Facilities, including without imitation any and all implied warranties of merchantability, fitness for any particular purpose or habitability.

4.2 Signs. The Provider agrees that no signs, logos, or advertising will be displayed on or erected in any manner in the Facilities or upon City property (including fencing) without the prior written approval of the Parks and Recreation Director or his/her designee.

4.3 Use is Not Exclusive. The City grants the Provider use of the described Facilities for the purposes stated herein; however, there is no grant to the Provider of exclusive use or of any tenant or ownership rights. The City shall make all efforts to prevent any conflict of use between the City and the Provider, however, if such a conflict occurs, the City's right of use and control of the Facilities shall prevail.

4.5 Improvements. The Provider shall not make any improvements to the City's Facilities or Property without prior written permission from the City.

4.6 Inspection and Access to Property. During the term of this MOU the Provider shall permit the representatives of the City to access the Facilities at any time, including without notice.

4.7 Sovereign Immunity. The City does not waive its right of sovereign immunity under s. 768.28, Florida Statutes, its police power to provide for the public interest or safety, or its municipal authority to provide for and protect its assets by entering into this MOU.

4.8 Term. This MOU will remain in effect for one year from the date of the last executing signature and may only be amended in writing as agreed to by both Parties. Whenever there is a change in leadership for the Provider, a new MOU will be required, which must have the signature of the new President and Vice President.

4.9 Termination. Either party may terminate this agreement for convenience upon 30 days' written notice to the other. Termination for cause shall be immediate upon notification by the City and shall include, but not be limited to, fraud, lack of compliance with applicable rules, regulations, and ordinances, failure to remit proper payment, and failure to perform in a timely manner any provision of this MOU.

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

4.11 Public Records. The Parties acknowledge that this MOU and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statues.

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

4.13 Affidavit Regarding the Use of Coercion for Labor and Services. The Provider agrees that, prior to this MOU being executed, renewed, or extended between the Parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing the City with an affidavit (attached hereto) signed by an officer or representative of the Provider under penalty of perjury attesting that the Provider does not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, this MOU is executed by the authorized representatives of both the City and the Provider.

City of Pensacola
Parks and Recreation Department
222 West Main Street
Pensacola, Florida 32502

Pensacola Children's Chorus, Inc.
48 E. Chase St.
Pensacola, Florida 32502

Primary Contact (President):
Phone:
E-Mail:

Alternate Contact (Vice President):
Phone:
E-Mail:

_____
DC Reeves, Mayor

Date: _____

_____
Pensacola Children's Chorus, Inc.
President

Date: _____

Attest: _____
Ericka Burnett, City Clerk

Approved as to substance:

_____
Tonya Byrd, Parks & Recreation Director

Date: _____

_____
Pensacola Children's Chorus, Inc.
Vice President

Date: _____

Legal in form and execution:

_____
City Attorney

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name:_____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title:_____

Address:_____

City:_____State: _____ZIP:_____

Phone Number: _____

Email Address: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion" means:
1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title:_____

Date:_____

File #: 26-738 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED AMENDMENT TO FY 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN

RECOMMENDATION:

That City Council approve the proposed amendment to the FY2019-2020 City of Pensacola Community Development Block Grant (CDBG) Annual Action Plan. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels

On June 6, 2026, a public notice was published in the Pensacola New Journal proposing an amendment to the City of Pensacola's Community Development Block Grant (CDBG) FY2019-2020 Annual Action Plan. The amendment proposes to reallocate $52,000 from grant year #B19-MC-12-0016 and $40,000 from grant year #B-19-MC-12-0016 to fund Neighborhood/Facility Improvement Projects for a total of $92,000 in reallocated funds. The public notice provided for a 30-day comment period through July 7, 2026. No comments were received.

PRIOR ACTION:

July 18, 2019 - City Council Approved the FY2019/2020 CDBG Annual Action Plan

FUNDING:

Budget: $92,000 (reallocated CDBG funds)
Actual: $92,000 (reallocated CDBG funds)

FINANCIAL IMPACT:

No City General Funds are required. Funding from the Department of Housing and Urban Development (HUD) is on a reimbursement basis. All funding for the proposed activity is available from the 2019 grant year.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Betsy McDonald, Housing Director

ATTACHMENTS:

1. Proof of Public Notice

PRESENTATION: No

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Dept Of Housing/Legal Ads
Po Box 12910
Pensacola FL 32521-0001

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Pensacola News Journal, a newspaper published in Escambia County, Florida; with circulation in Escambia and Santa Rosa Counties; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Escambia County, Florida, or in a newspaper by print in the issues of, on:

PNJ Pensacola News_Journal 06/05/2026
PNJ pnj.com 06/05/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/05/2026

Legal Clerk

Notary, State of WI, County of Brown

5·15·27

My commission expires

Publication Cost:	$191.75	
Tax Amount:	$0.00	
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Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Public Notice

AMENDMENT TO
2019 ANNUAL ACTION PLAN
REGARDING THE
PENSACOLA COMMUNITY DEVEL-
OPMENT BLOCK GRANT PROGRAM

The City of Pensacola is proposing amending the 2019 Pensacola Annual Action Plan within the CDBG Program including Grant # B-19-MC-12-0016 in order to reallocate funds between project activities as follows:

FROM: Housing Rehabilitation
(Owner Occupied)
Grant Year: 2019
Grant# B-19-MC-12-0016
Amount: $52,000

Housing Rehabilitation Rental
Grant Year 2019
Grant# B-19-MC-12-0016
Amount: $40,000

TO: Neighborhood/Facility
Improvement Projects
Grant Year: 2019
Grant# B-19-MC-12-0016
Amount: $92,000

ACTIVITY INFORMATION:
Neighborhood/Facility Improvement Projects:Funds to support accessibility planning, design, and improvements to City owned public buildings and facilities to remove architectural barriers. Funds may be expended on neighborhood improvement projects to provide new or updated public facilities or infrastructure improvements within CDBG eligible target areas including planning and design support or in direct support of affordable housing development, to include demolition of blighted structures.

Comments or questions concerning this amendment are invited through 6:00 p.m. (CST), July 6, 2026. Interested parties may submit written comments to: City of Pensacola Housing Department, P.O. Box 12910, Pensacola, Florida 32502. Questions may be directed to Betsy McDonald at (850) 858-0311 or EMcDonald@cityofpensacola.com

The above stated HUD Amendment has been subjected to a minimum 30-day public comment period in compliance with the Local Citizen Participation Plan. Revisions will be effective July 7, 2026, and will be immediately implemented in accordance with governing HUD Regulations.
June 5 2026
LSAR0532351

File #: 26-763 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of $1,000 to Opening Doors Northwest Florida from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Opening Doors Northwest Florida works to build a coordinated, compliant, and high-performing homeless response system that moves individuals and families from crisis to stable housing. they focus on leadership, fiscal integrity and practical housing solutions that deliver measurable community impact. Funds will be used to offset costs associated with a gap analysis to identify and address gaps in homeless services.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 16,800	District 6 Discretionary Funds Balance
Actual:	$ 1,000	Opening Doors Northwest Florida

FINANCIAL IMPACT:

A balance of $16,800 is currently within the District 6 Discretionary Fund Account. Upon approval by City Council, a balance of $15,800 will remain in the District 6 Discretionary Fund Account.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

File #: 26-765 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

PARTIAL RELEASE OF EASEMENT - 1001 EAST BOBE STREET

RECOMMENDATION:

That City Council approve the partial abandonment of the easement along the North 10th Avenue side of property located at 1001 East Bobe Street (Parcel ID: 00-0S-00-9025-001-268).

HEARING REQUIRED: No Hearing Required

SUMMARY:

In May of 2000, the City Council passed Ordinance 29-00 which closed, abandoned and vacated a portion of the 10th Avenue and Bobe Street rights-of-way (Ordinance attached). Within the Ordinance, Section 3., the City, Escambia County Utilities Authority, Gulf Power Company and Bell South reserved a full-width utility easement in the entire portion of the rights-of-way vacated, for the purpose of locating and maintaining public utilities.

The owner of property located at 1001 E. Bobe Street is requesting the abandonment of the easement along the North 10th Ave side of her property. The 10th Ave portion is more fully described as: (survey map attached)

The east 20' of the 10th Avenue right-of-way lying north of the extension of the line 20' south of and parallel to the north right-of-way line of Bobe Street to its point of intersection with the westerly extension of the north line of Lot 20, Lock 285, New City Tract, Pensacola, Escambia County, Florida; and also the east 20' of the 10th Avenue right-of-way lying south of the extension of a line 20' north of and parallel to the south right-of-way line of Bobe Street to its point of intersection with the westerly extension of the south line of Lot 1, Block 268, New City Tract, Pensacola, Escambia County , Florida.

To that end, the following have agreed to a partial release or have no objection, with recorded releases and descriptions attached and/or notices of no objection.

Florida Power and Light

Pensacola Energy
Public Works and Engineering
ECUA
AT&T

PRIOR ACTION:

May 25, 2000 -- City Council adopted Ordinance No. 29-00 -- Closing, Abandoning and Vacating a portion of the 10th Avenue and Bobe Street Rights-of-Way

FUNDING:

N/A

FINANCIAL IMPACT:

None

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. FPL Partial Release of Easement Recorded
2. 9484 1486 Partial Termination of Easement - 1001 E Bobe St
3. Ord. 29-00 - 10TH AVE, BOBE ST ROW VACATION
4. 1001 BOBE - PENSACOLA ENERGY - NO OBJECTIONS
5. 9484_1486 _ Partial Termination of Easement - 1001 E Bobe St
6. 1001 BOBE - ATT - NO OBJECTIONS
7. bobe final easement survey

PRESENTATION: No

This instrument was prepared by:

Seth S. Sheitelman, Esq.
Florida Power & Light Company
700 Universe Boulevard (Law/JB)
Juno Beach, Florida 33408

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2026040289 5/22/2026 9:18 AM
OFF REC BK: 9496 PG: 323 Doc Type: PR
Recording $27.00

PARTIAL RELEASE OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, as the owner and holder of that certain Easement recorded in Official Records Book 4565, Page 1319 of the Public Records of Escambia County, Florida ("Easement"), for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by it, does hereby release so much of said Easement as lies within the following described real property:

See Exhibit A attached hereto and made a part hereof ("Released Property");

and hereby agrees that from and after the date hereof the herein described Released Property shall be freed of the Easement and the rights and privileges granted therein. This release applies only to the Released Property specifically described herein and in no way releases or affects other lands, if any, encumbered by the Easement.

[Signature and acknowledgment appear on following page.]

IN WITNESS WHEREOF, Florida Power & Light Company has caused this Partial Release of Easement to be signed this 13 day of May, 2026.

Florida Power & Light Company,
a Florida corporation

Signature: _____
Print Name: Scott Jordan
Address: One Energy Place, Pensacola FL 32520

By: _____
Print Name: William Maudlin
Its: Project Director CRE

Signature: _____
Print Name: Brent Jordan
Address: One Energy Place, Pensacola FL 32520

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF SANTA ROSA)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 13 day of May, 2026 by William Maudlin, as Project Director CRE of Florida Power & Light Company, a Florida corporation, on behalf of the corporation.

[NOTARIAL SEAL]

SCOTT C. JORDAN
Notary Public - State of Florida
Commission # HH 523813
My Comm. Expires Jun 8, 2028
Bonded through National Notary Assn.

Notary: _____
Print Name: Scott C. Jordan
Notary Public, State of Florida
My commission expires: 6/8/28

☑ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced _____

Exhibit A

Released Property

Lots 1, 2, and 3, Block 268, New City Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

LESS AND EXCEPT:

Begin at the Northeast corner of Lot 3, Block 268, New City Tract, City of Pensacola, Escambia County, Florida, according to Map of said City Copyrighted by Thomas C. Watson in 1906, thence go South 09 degrees 44 minutes 34 seconds East along the East line of said Lot 3 for a distance of 132.40 feet to the Southeast corner of said Lot 3; thence go South 80 degrees 08 minutes 13 seconds West along the South line of said Lot 3 and a Westerly projection thereof for a distance of 52.10 feet; thence go North 07 degrees 23 minutes 23 seconds West for a distance of 49.36 feet; thence go North 82 degrees 07 minutes 11 seconds East for a distance of 7.00 feet; thence go North 09 degrees 10 minutes 13 seconds West for a distance of 103.44 feet to the North line of that portion of Bobe Street right of way vacated per Official Records 4565, Page 1319; thence go North 80 degrees 18 minutes 16 seconds East alone the North line of said vacated right of way for a distance of 42.04 feet to an intersection with a Northerly extension of the aforesaid East line of Lot 3; thence go South 09 degrees 44 minutes 34 seconds East along the Northerly extension of the East line of said Lot 3 for a distance of 19.98 feet to the Point of Beginning. The above described parcel of land being a portion of Block 268, New City Tract, City of Pensacola, Escambia County, Florida.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2026033430 4/29/2026 1:42 PM
OFF REC BK: 9484 PG: 1486 Doc Type: PR
Recording $27.00

Prepared by:
Phillip A. Pugh
Litvak Beasley Wilson & Ball, LLP
40 Palafox Place, Suite 300
Pensacola, FL 32502

PARTIAL TERMINATION OF EASEMENT

THIS PARTIAL TERMINATION OF EASEMENT is made to be effective this 23rd day of April, 2026, by Emerald Coast Utilities Authority ("ECUA.")

W I T N E S S E T H:

WHEREAS, pursuant to City of Pensacola Ordinance No. 29-00, recorded in Official Records Book 4565 at Page 1319 of the Public Records of Escambia County, Florida, the City of Pensacola vacated a portion of Bobe Street, as more particularly described in said resolution (the "Vacated Right-of-Way"), reserving therein an easement in favor of ECUA for public utilities (the "Utility Easement"); and

WHEREAS, the Utility Easement encumbers several parcels of real property, including but not limited to, the real property located at 1001 Bobe Street (Parcel ID: 00-0S-00-9025-001-268) and described on Exhibit A (the "Underlying Parcel"); and

WHEREAS, ECUA has determined that the portion of the Utility Easement affecting the Underlying Parcel is no longer necessary, useful, or profitable in the operation of the utility systems of ECUA; and

WHEREAS, pursuant to ECUA General Resolution GR26-34, dated March 24, 2026, the ECUA Board has directed the termination of that portion of the Utility Easement which lies within the boundaries of the Underlying Parcel.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Adoption of Recitals. The recitals set forth above are hereby acknowledged and affirmed as true, accurate and correct and are hereby incorporated herein.

2. Partial Termination of Easement. ECUA hereby terminates, extinguishes and cancels its Utility Easement over the Underlying Parcel. The Utility Easement remains in full force and effect except as specifically terminated herein, i.e. it remains unchanged over the remainder of the Vacated Right-of-Way.

IN WITNESS WHEREOF, ECUA has executed these presents on the 23rd day of April, 2026.

Signed, sealed and delivered
in the presence of:

EMERALD COAST UTILITIES AUTHORITY

Print Name Lindsay Gibson
Address: 9258 Sturdevant St
Pensacola, FL 32514

By: J. Bruce Woody
Its: Executive Director

Print Name Sigrid Rehrig
Address: 9258 Sturdevant St
Pensacola, FL 32514

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of April, 2026 by J. Bruce Woody, as Executive Director of Emerald Coast Utilities Authority.

NOTARY PUBLIC
Print Name: Shakeva Simmons

X Personally Known
OR
_____ Produced Identification
Type of Identification Produced _____

NOTARY PUBLIC STATE OF FLORIDA

SHAKEVA SIMMONS
Commission # HH 567334
Expires July 1, 2028

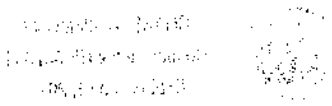


EXHIBIT "A"

Lots 1, 2, and 3, Block 268, New City Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

LESS AND EXCEPT:

Begin at the Northeast corner of Lot 3, Block 268, New City Tract, City of Pensacola, Escambia County, Florida, according to Map of said City Copyrighted by Thomas C. Watson in 1906, thence go South 09 degrees 44 minutes 34 seconds East along the East line of said Lot 3 for a distance of 132.40 feet to the Southeast corner of said Lot 3; thence go South 80 degrees 08 minutes 13 seconds West along the South line of said Lot 3 and a Westerly projection thereof for a distance of 52.10 feet; thence go North 07 degrees 23 minutes 23 seconds West for a distance of 49.36 feet; thence go North 82 degrees 07 minutes 11 seconds East for a distance of 7.00 feet; thence go North 09 degrees 10 minutes 13 seconds West for a distance of 103.44 feet to the North line of that portion of Bobe Street right of way vacated per Official Records 4565, Page 1319; thence go North 80 degrees 18 minutes 16 seconds East alone the North line of said vacated right of way for a distance of 42.04 feet to an intersection with a Northerly extension of the aforesaid East line of Lot 3; thence go South 09 degrees 44 minutes 34 seconds East along the Northerly extension of the East line of said Lot 3 for a distance of 19.98 feet to the Point of Beginning. The above described parcel of land being a portion of Block 268, New City Tract, City of Pensacola, Escambia County, Florida.

OR BK 4565 PG1319
Escambia County, Florida
INSTRUMENT 00-739872

15.00 Lee

PROPOSED
ORDINANCE NO. 25-00

ORDINANCE NO. 29-00

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE 10th AVENUE AND BOBE STREET RIGHTS-OF-WAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on May 11, 2000, as to the vacation of a portion of the 10th Avenue and Bobe Street rights-of-way, in Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said rights-of-way, hereinafter described, will contribute to the general welfare of the City of Pensacola in that said rights-of-way are no longer needed as a public thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the below described rights-of-way are hereby closed, discontinued, vacated and forever abandoned by the City of Pensacola as a public thoroughfare:

10th Avenue:

The east 20' of the 10th Avenue right-of-way lying north of the extension of a line 20' south of and parallel to the north right-of-way line of Bobe Street to its point of intersection with the westerly extension of the north line of Lot 20, Block 285, New City Tract, Pensacola, Escambia County, Florida; and also the east 20' of the 10th Avenue right-of-way lying south of the extension of a line 20' north of and parallel to the south right-of-way line of Bobe Street to its point of intersection with the westerly extension of the south line of Lot 1, Block 268, New City Tract, Pensacola, Escambia County, Florida.

Bobe Street:

The north 20' of the Bobe Street right-of-way lying east of the southerly extension of the east right-of-way line of 10th Avenue to its intersection with the southerly extension of the east line of Lot 19, Block 285, New City Tract, Pensacola, Escambia County, Florida; and also the south 20' of the Bobe Street right-of-way lying east of the northerly extension of the east right-of-way line of 10th Avenue to its point of intersection with the northerly extension of the east line of Lot 3, Block 268, New City Tract, Pensacola, Escambia County, Florida.

SECTION 2. That the owners of the abutting property be, and they are hereby authorized to acquire possession of the rights-of-way more particularly described in Section 1 of this ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself, the Escambia County Utilities Authority, Gulf Power Company, and Bell South, their successors and assigns, a full width utility easement in the entire portion of the rights-of-way vacated hereby for the purpose of locating and maintaining public utilities.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: May 25, 2000

Approved: _____
Mayor

Attest:

_____
City Clerk

Legal in form and valid if enacted:

_____
City Attorney

RCD Jun 02, 2000 03:18 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 00-739872

CITY COUNCIL MEMORANDUM

ITEM 11-A

TO: Mayor and City Council

FROM: Thomas J. Bonfield, City Manager

DATE: May 25, 2000

SUBJECT: Proposed Ordinance No.25-00 – Closing, Abandoning and Vacating a Portion of the 10th Avenue and Bobe Street Rights-of-Way

RECOMMENDATION: That City Council approve Proposed Ordinance No. 25-00 on second reading.

SUMMARY: Mr. Richard Freeman and Mr. Scott Robinson have requested a vacation of portions of the 100' wide 10th Avenue and Bobe Street rights-of-way adjacent to their properties located at the northeast and southeast corners of 10th Avenue and Bobe Street. City staff, utility providers and the Planning Board recommend approval of the request subject to the reservation of required utility easements.

PRIOR ACTION: May 11, 2000, City Council approved Proposed Ordinance No. 25-00 on first reading.

CURRENT ACTION:

FUNDING: None required.

ATTACHMENTS: Proposed Ordinance No. 25-00.

STAFF CONTACT: Maryann I. Ustick, Assistant City Manager; and Leo Doidge, Planning Director.

PRESENTATION: No.

City of Pensacola

PENSACOLA
News Journal
Informed. In Tune. In Touch.

Published Daily • Pensacola, Escambia County, FL

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared Kay Godwin who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of Notice Of Proposed Ordinance in the _____ Court, was published in said newspaper in the issues of May 14, 2000 Affiant further says that the said Pensacola News Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each day and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 18th day of May A.D., 20 00.

Bereth Ferguson
Notary Public

BERETH FERGUSON
"Notary Public-State of FL"
My comm. expires: Oct. 18,2003
Comm. No. CC867988

NOTICE OF PROPOSED ORDINANCE

Please be advised that Proposed Ordinance No. 25-00 was presented to the City Council of the City of Pensacola for the first reading on Thursday, May 11, 2000, and will be presented for final reading and adoption on Thursday, May 25, 2000, at 7:00 p.m., in the Council Chambers on the First Floor of City Hall, 180 Governmental Center, Pensacola, Florida.

The title of the ordinance is as follows:

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE 10TH AVENUE AND BOBE STREET RIGHT-OF-WAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE; AND PROVIDING EFFECTIVE DATE.

A copy of the proposed ordinance may be inspected by the public in the City Clerk's office on the seventh floor of the City Hall, 180 Governmental Center, Pensacola, Florida. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinance.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans With Disabilities Act and will make reasonable modifications for access to the city services, programs and activities. Please all 435-1600 (or T.D.D. # 435-1786) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the city time to provide the requested services.

CITY OF PENSACOLA, FLORIDA
By: Shirley F. White, City Clerk

Visit www.ci.pensacola.fl.us to learn more about city activities. Council agendas posted on-line before meetings.

Legal No. 59687 1T, May 14, 2000

Leslie Statler

From: Gregg Harding
Sent: Thursday, March 19, 2026 3:14 PM
To: Lexie Carnley
Cc: Andrew Briske; Leslie Statler; Robert Slayton
Subject: RE: [EXTERNAL] 1001 E Bobe St release needed for easement

Hi, Lexie.

Since Pensacola Energy is a city entity, a recorded easement release is not required. A copy of Andrew's email of no objection to the easement vacation is sufficient. The city's Engineering & Public Works Department will be handled similarly.

We will need recorded easement releases for FP&L, ECUA, and AT&T since those are not city entities.

Let me know if you have any questions.

Gregg Harding, RPA
Assistant Planning & Zoning Division Manager
Visit us at cityofpensacola.com
Address: 222 W. Main St. Pensacola, FL 32502
Office: 850.435.1676
Email: gharding@cityofpensacola.com

Florida has a very broad public records law. As a result, any written communication created or received by the City of Pensacola officials and employees will be available to the public and media upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

THE CITY OF PENSACOLA
WHERE FLORIDA BEGINS

From: Lexie Carnley <lexiep850@gmail.com>
Sent: Thursday, March 19, 2026 3:07 PM
To: Andrew Briske <ABriske@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Gregg Harding <GHarding@cityofpensacola.com>; Robert Slayton <RSlayton@cityofpensacola.com>
Subject: Re: [EXTERNAL] 1001 E Bobe St release needed for easement

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

Good afternoon,

Attached is an example of the document we need stating you don't have an objection to the vacation of the easement.

Thank you,
Lexie Carnley

On Wed, Mar 11, 2026 at 8:02 AM Andrew Briske <ABriske@cityofpensacola.com> wrote:

Good morning,

Pensacola Energy has no objection to the vacation of this easement.

Thanks,

Andrew Briske

Gas Distribution Engineer

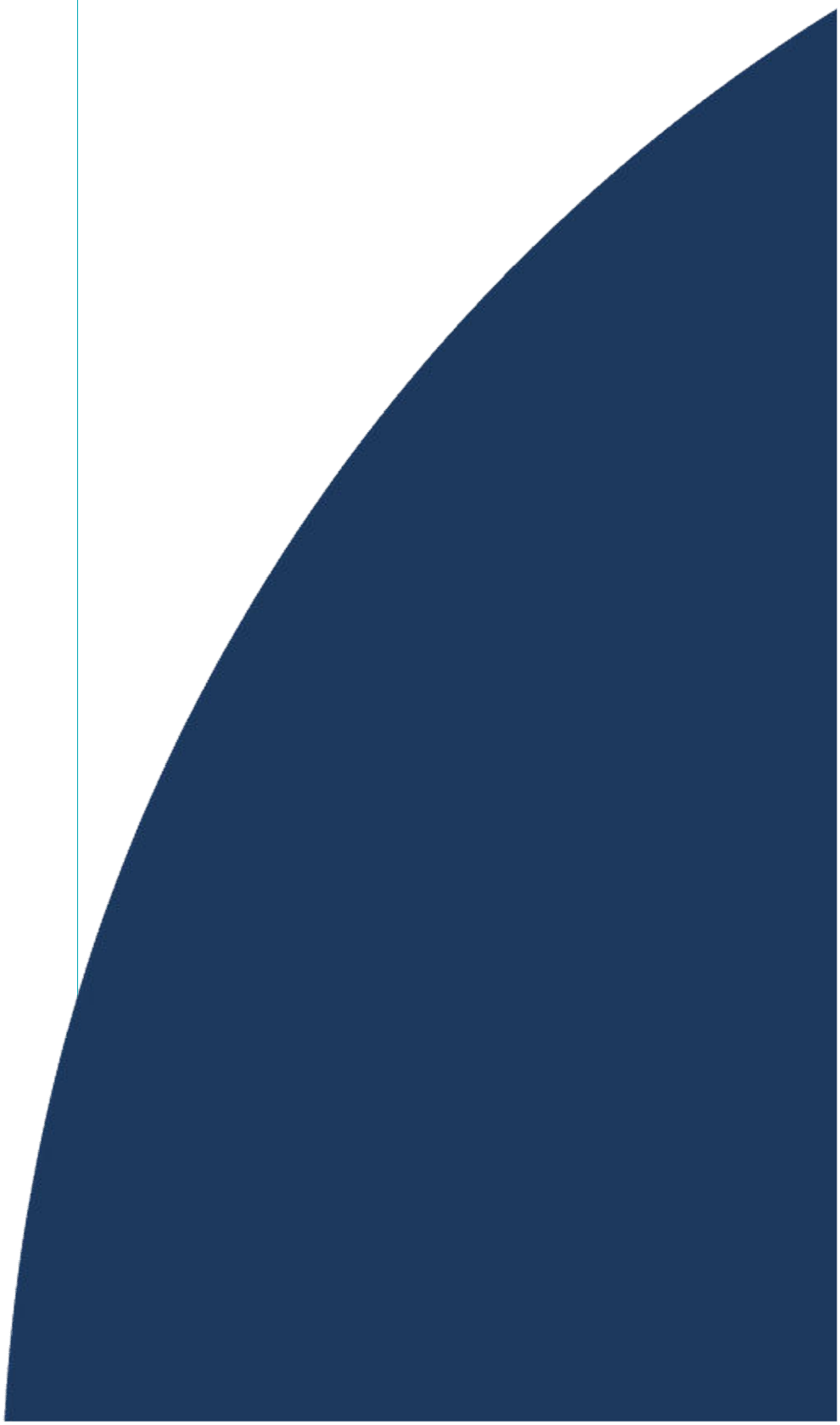
Visit us at pensacolaenergy.com

Address: 1625 Atwood Drive, Pensacola, FL 32514

Office: 850-474-5309 | Cell: 850-324-1852

Email: abriske@cityofpensacola.com

Florida has a very broad public records law. As a result, any written communication created or received by the City of Pensacola officials and employees will be available to the public and media upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.



From: Lexie Carnley <lexiep850@gmail.com>
Sent: Friday, March 6, 2026 12:46 PM
To: Robert Slayton <RSlayton@cityofpensacola.com>; Andrew Briske <ABriske@cityofpensacola.com>
Subject: [EXTERNAL] 1001 E Bobe St release needed for easement

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

Good Afternoon,

We are wanting to go through the process of vacating the utility easements in the vacated right of way. Attached is the site plan outline and a copy of the survey, please let us know what we need to do.

Ecua has already agreed and it goes in front of their board march 24.

Thank you,

Lexie Carnley

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2026033430 4/29/2026 1:42 PM
OFF REC BK: 9484 PG: 1486 Doc Type: PR
Recording $27.00

Prepared by:
Phillip A. Pugh
Litvak Beasley Wilson & Ball, LLP
40 Palafox Place, Suite 300
Pensacola, FL 32502

PARTIAL TERMINATION OF EASEMENT

THIS PARTIAL TERMINATION OF EASEMENT is made to be effective this 23rd day of April, 2026, by Emerald Coast Utilities Authority ("ECUA.")

W I T N E S S E T H:

WHEREAS, pursuant to City of Pensacola Ordinance No. 29-00, recorded in Official Records Book 4565 at Page 1319 of the Public Records of Escambia County, Florida, the City of Pensacola vacated a portion of Bobe Street, as more particularly described in said resolution (the "Vacated Right-of-Way"), reserving therein an easement in favor of ECUA for public utilities (the "Utility Easement"); and

WHEREAS, the Utility Easement encumbers several parcels of real property, including but not limited to, the real property located at 1001 Bobe Street (Parcel ID: 00-0S-00-9025-001-268) and described on Exhibit A (the "Underlying Parcel"); and

WHEREAS, ECUA has determined that the portion of the Utility Easement affecting the Underlying Parcel is no longer necessary, useful, or profitable in the operation of the utility systems of ECUA; and

WHEREAS, pursuant to ECUA General Resolution GR26-34, dated March 24, 2026, the ECUA Board has directed the termination of that portion of the Utility Easement which lies within the boundaries of the Underlying Parcel.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Adoption of Recitals. The recitals set forth above are hereby acknowledged and affirmed as true, accurate and correct and are hereby incorporated herein.

2. Partial Termination of Easement. ECUA hereby terminates, extinguishes and cancels its Utility Easement over the Underlying Parcel. The Utility Easement remains in full force and effect except as specifically terminated herein, i.e. it remains unchanged over the remainder of the Vacated Right-of-Way.

IN WITNESS WHEREOF, ECUA has executed these presents on the 23rd day of April, 2026.

Signed, sealed and delivered
in the presence of:

EMERALD COAST UTILITIES AUTHORITY

Print Name Lindsay Gibson
Address: 9258 Sturdevant St
Pensacola, FL 32514

By: J. Bruce Woody
Its: Executive Director

Print Name Sigrid Rehrig
Address: 9258 Sturdevant St
Pensacola, FL 32514

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of April, 2026 by J. Bruce Woody, as Executive Director of Emerald Coast Utilities Authority.

NOTARY PUBLIC
Print Name: Shakeva Simmons

X Personally Known
OR
_____ Produced Identification
Type of Identification Produced _____

NOTARY PUBLIC STATE OF FLORIDA

SHAKEVA SIMMONS
Commission # HH 567334
Expires July 1, 2028

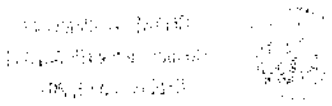


EXHIBIT "A"

Lots 1, 2, and 3, Block 268, New City Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

LESS AND EXCEPT:

Begin at the Northeast corner of Lot 3, Block 268, New City Tract, City of Pensacola, Escambia County, Florida, according to Map of said City Copyrighted by Thomas C. Watson in 1906, thence go South 09 degrees 44 minutes 34 seconds East along the East line of said Lot 3 for a distance of 132.40 feet to the Southeast corner of said Lot 3; thence go South 80 degrees 08 minutes 13 seconds West along the South line of said Lot 3 and a Westerly projection thereof for a distance of 52.10 feet; thence go North 07 degrees 23 minutes 23 seconds West for a distance of 49.36 feet; thence go North 82 degrees 07 minutes 11 seconds East for a distance of 7.00 feet; thence go North 09 degrees 10 minutes 13 seconds West for a distance of 103.44 feet to the North line of that portion of Bobe Street right of way vacated per Official Records 4565, Page 1319; thence go North 80 degrees 18 minutes 16 seconds East alone the North line of said vacated right of way for a distance of 42.04 feet to an intersection with a Northerly extension of the aforesaid East line of Lot 3; thence go South 09 degrees 44 minutes 34 seconds East along the Northerly extension of the East line of said Lot 3 for a distance of 19.98 feet to the Point of Beginning. The above described parcel of land being a portion of Block 268, New City Tract, City of Pensacola, Escambia County, Florida.

Leslie Statler

From: Michele H <norsunfl@gmail.com>
Sent: Monday, March 23, 2026 4:07 PM
To: Gregg Harding
Cc: Lexie Peterson; Leslie Statler; Robert Slayton
Subject: Re: FW: [EXTERNAL] Re: 1001 E Bobe St Release for Easement

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Wonderful thank u

On Mon, Mar 23, 2026, 4:06 PM Gregg Harding <GHarding@cityofpensacola.com> wrote:

> Michele and Lexie,
>
> We discussed internally and a copy of AT&T's email of 'no objection' will be sufficient for the easement termination packet. We'll still need recorded easement releases from FP&L and ECUA, but those groups should have established processes already in place for this.
>
> Let us know if you have any questions as this moves along. Thanks!

Gregg Harding, RPA

Assistant Planning & Zoning Division Manager

Visit us at cityofpensacola.com

Address: 222 W. Main St. Pensacola, FL 32502

Office: 850.435.1676

Email: gharding@cityofpensacola.com

Florida has a very broad public records law. As a result, any written communication created or received by the City of Pensacola officials and employees will be available to the public and media upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

THE CITY OF PENSACOLA
WHERE FLORIDA BEGINS

> **From:** Gregg Harding
> **Sent:** Monday, March 23, 2026 4:03 PM

To: 'MARTIN, JEREMY C' <jm342w@att.com>
Cc: Robert Slayton <RSlayton@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>
Subject: RE: [EXTERNAL] Re: 1001 E Bobe St Release for Easement

Thanks, Jeremy.

No additional documentation is needed, and I'll let the applicant know that your email of 'no objection' will be sufficient.

Thanks again!

Gregg Harding, RPA

Assistant Planning & Zoning Division Manager

Visit us at cityofpensacola.com

Address: 222 W. Main St. Pensacola, FL 32502

Office: 850.435.1676

Email: gharding@cityofpensacola.com

Florida has a very broad public records law. As a result, any written communication created or received by the City of Pensacola officials and employees will be available to the public and media upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

THE CITY OF PENSACOLA
WHERE FLORIDA BEGINS

From: MARTIN, JEREMY C <jm342w@att.com>
Sent: Monday, March 23, 2026 3:55 PM
To: Robert Slayton <RSlayton@cityofpensacola.com>
Cc: Gregg Harding <GHarding@cityofpensacola.com>
Subject: [EXTERNAL] Re: 1001 E Bobe St Release for Easement

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

Good afternoon,

A request to vacate the ROW at 1001 E Bobe St has been submitted. As noted below, AT&T has no issues with this request and has no facilities on the property in question. AT&T does not have a standard letter for these situations. Please let me know if additional documentation is required, as the customer is requesting a notarized letter from AT&T, which we do not provide. If no additional documentation is required, please let me and the customer know.

Thank you

Jeremy Martin <><

Specialist OSP Planning and Engineering

AT&T-Bellsouth Telecommunication, LLC

30 W Belmont St, Pensacola, FL 32501

Cell 850-266-4882/jm342w@att.com

From: MARTIN, JEREMY C <jm342w@att.com>
Sent: Friday, March 6, 2026 1:48 PM
To: Lexie Carnley <lexiep850@gmail.com>; Rslayton@cityofpensacola.com <Rslayton@cityofpensacola.com>
Subject: Re: 1001 E Bobe St Release for Easement

AT&T does not have an issue with this, our facilities are hung on poles.

Jeremy Martin <><

Specialist OSP Planning and Engineering

AT&T-Bellsouth Telecommunication, LLC

30 W Belmont St, Pensacola, FL 32501

Cell 850-266-4882/jm342w@att.com

From: Lexie Carnley <lexiep850@gmail.com>
Sent: Friday, March 6, 2026 12:50 PM
To: Rslayton@cityofpensacola.com <Rslayton@cityofpensacola.com>; MARTIN, JEREMY C <jm342w@att.com>; CHANDLER, JASON <jc5372@att.com>; KENNINGTON, STEPHEN <sk1674@att.com>
Subject: 1001 E Bobe St Release for Easement

Good Afternoon,

We are wanting to go through the process of vacating the utility easements in the vacated right of way. Attached is the site plan outline and a copy of the survey, please let us know what we need to do.

Ecua has already agreed and it goes in front of their board march 24.

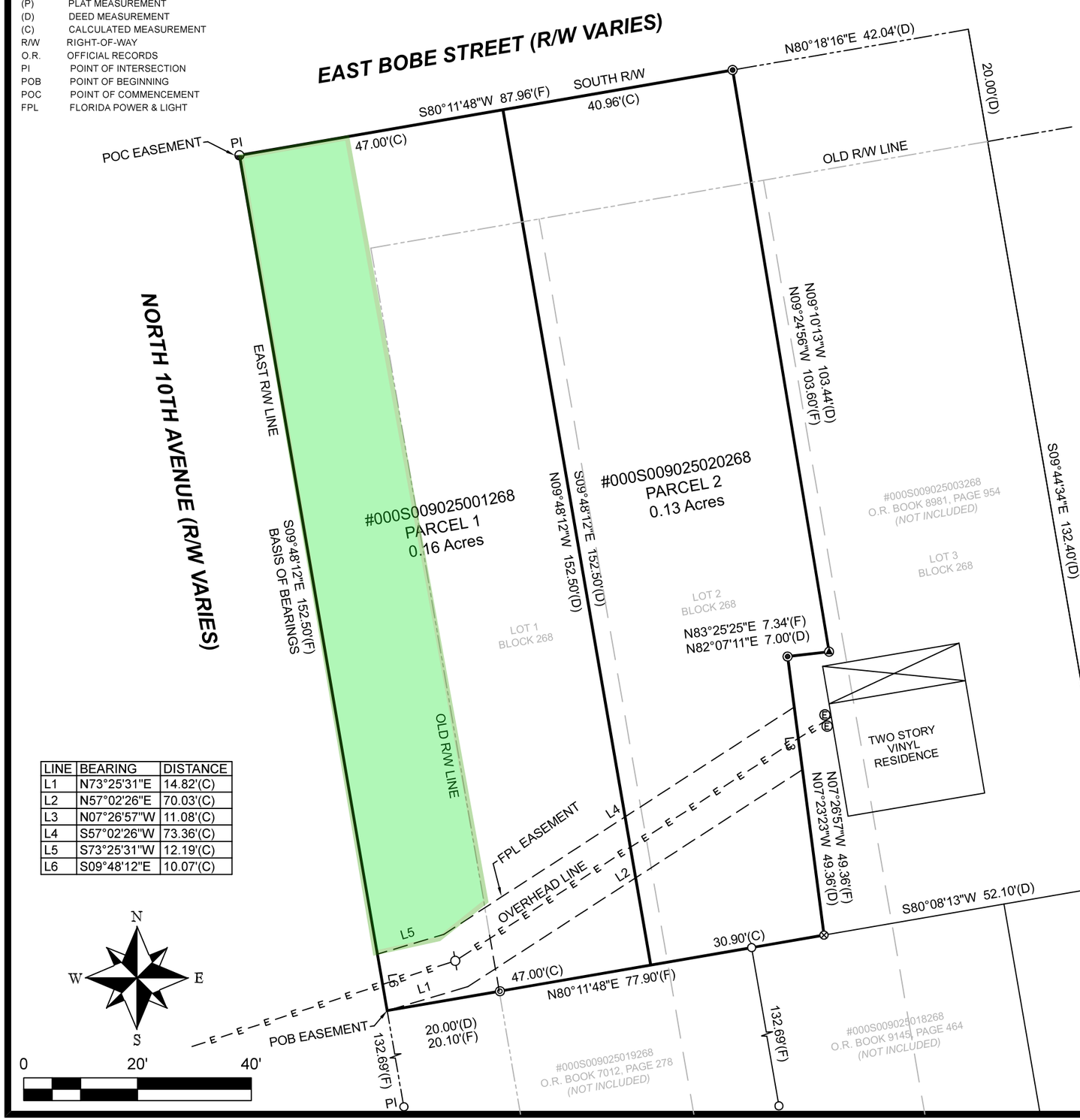
Thank you,

Lexie Carnley

EXHIBIT "A"

LEGEND:

(F)	FIELD MEASUREMENT
(P)	PLAT MEASUREMENT
(D)	DEED MEASUREMENT
(C)	CALCULATED MEASUREMENT
R/W	RIGHT-OF-WAY
O.R.	OFFICIAL RECORDS
PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
FPL	FLORIDA POWER & LIGHT



LINE	BEARING	DISTANCE
L1	N73°25'31"E	14.82'(C)
L2	N57°02'26"E	70.03'(C)
L3	N07°26'57"W	11.08'(C)
L4	S57°02'26"W	73.36'(C)
L5	S73°25'31"W	12.19'(C)
L6	S09°48'12"E	10.07'(C)

LEGAL DESCRIPTION: **(AS PREPARED BY ANTHONY W. JUSTICE PSM 7195)**

PARCEL 1:
BEGINNING AT THE INTERSECTION OF THE SOUTH R/W LINE OF EAST BOBE STREET AND THE EAST R/W LINE OF NORTH 10TH AVENUE; THENCE GO ALONG THE EAST R/W LINE OF NORTH 10TH AVENUE SOUTH 09° 48' 12" EAST FOR 152.50 FEET; THENCE GO NORTH 80° 11' 48" EAST FOR 47.00 FEET; THENCE GO NORTH 09° 48' 12" WEST FOR 152.50 FEET TO THE SOUTH R/W LINE OF EAST BOBE STREET; THENCE GO ALONG THE SOUTH R/W LINE OF EAST BOBE STREET SOUTH 80° 11' 48" WEST FOR 47.00 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.16 ACRES.

LEGAL DESCRIPTION: **(AS PREPARED BY ANTHONY W. JUSTICE PSM 7195)**

PARCEL 2:
COMMENCING AT THE INTERSECTION OF THE SOUTH R/W LINE OF EAST BOBE STREET AND THE EAST R/W LINE OF NORTH 10TH AVENUE; THENCE GO ALONG THE SOUTH R/W LINE OF EAST BOBE STREET NORTH 80° 11' 48" EAST FOR 47.00 FEET TO THE POINT OF BEGINNING; THENCE GO SOUTH 09° 48' 12" EAST FOR 152.50 FEET; THENCE GO NORTH 80° 11' 48" EAST FOR 30.90 FEET; THENCE GO NORTH 07° 26' 57" WEST FOR 49.36 FEET; THENCE GO NORTH 83° 25' 25" EAST FOR 7.34 FEET; THENCE GO NORTH 09° 24' 56" WEST FOR 103.60 FEET TO THE SOUTH R/W LINE OF EAST BOBE STREET; THENCE GO ALONG SAID SOUTH R/W LINE OF EAST BOBE STREET FOR SOUTH 80° 11' 48" WEST 40.96 FEET TO THE POINT OF BEGINNING. , HAVING AN AREA OF 0.13 ACRES.

LEGAL DESCRIPTION: **(AS PREPARED BY ANTHONY W. JUSTICE PSM 7195)**

FLORIDA POWER & LIGHT EASEMENT:
COMMENCING AT THE INTERSECTION OF THE SOUTH R/W LINE OF EAST BOBE STREET AND THE EAST R/W LINE OF NORTH 10TH AVENUE; THENCE GO ALONG THE EAST R/W LINE OF NORTH 10TH AVENUE SOUTH 09° 48' 12" EAST FOR 152.50 FEET FOR THE POINT OF BEGINNING; THENCE GO NORTH 73° 25' 31" EAST FOR 14.82 FEET; THENCE GO NORTH 57° 02' 26" EAST FOR 70.03 FEET; THENCE GO NORTH 07° 26' 57" WEST FOR 11.08 FEET; THENCE GO SOUTH 57° 02' 26" WEST FOR 73.36 FEET; THENCE GO SOUTH 73° 25' 31" WEST FOR 12.19 FEET TO THE EAST R/W LINE OF NORTH 10TH AVENUE; THENCE GO ALONG THE EAST R/W LINE OF NORTH 10TH AVENUE SOUTH 09° 48' 12" EAST FOR 10.07 FEET FOR THE POINT OF BEGINNING, HAVING AN AREA OF 852 SQUARE FEET.

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 11-16-2025.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AN RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
5. BEARINGS AND NORTH ARROW SHOWN HEREON ARE BASED ON AN ASSUMED BEARING, AS MEASURED ALONG THE EAST R/W LINE OF NORTH 10TH AVENUE, BEING SOUTH 09° 48' 12" EAST, AS MONUMENTED.
6. FENCE LINES ARE EXAGGERATED FOR CLARITY.
7. ENCROACHMENTS ARE AS SHOWN.
8. ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 12033C0440J, EFFECTIVE DATE OF 08-19-2025, THE SUBJECT PROPERTY SHOWN HEREON LIES IN ZONE "X".

DENOTES:

- FOUND NAIL & DISK IN POST, (LB 7277)
- FOUND 1/2" CAPPED IRON ROD, (PITTMAN)
- FOUND 1/2" CAPPED IRON ROD, (PEP LB4860)
- FOUND 1/2" CAPPED IRON ROD, (NWFLS LB 7277)
- FOUND 1/2" CAPPED IRON ROD, (LANDS END)
- FOUND 1/2" CAPPED IRON ROD, (ILLEGIBLE)
- UTILITY POLE
- POWER METER

CERTIFICATIONS:
MICHELE HESMEN

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter "5J-17", Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

ANTHONY W. JUSTICE, FLORIDA REGISTRATION NO. 7195

SPECIFIC PURPOSE SURVEY

PARCEL 1, PARCEL 2 & FPL EASEMENT
PARCEL #000S009025001268
O.R. BOOK 9421, PAGE 754,
A PORTION OF LOTS 1, 2, & 3, BLOCK 268,
NEW CITY TRACT
THE CITY OF PENSACOLA
1001 EAST BOBE STREET
ESCAMBIA COUNTY, FLORIDA

PROJECT NUMBER: 25290 ESMT	
DATE: REVISED ON 05-06-2026	
FIELD BOOK: 7	***PAGE:*** 290
FIELD DATE: 11-16-2025	
FIELD CREW: AWJ	
DRAWN BY: AWJ	
CHECKED BY: BG	

A. JUSTICE
PROFESSIONAL
SURVEYOR & MAPPER
FLORIDA LS#7195

2172 W NINE MILE ROAD
PENSACOLA, FL 32534
PHONE: 850-619-9634
A.JUSTICEPSM@GMAIL.COM

SCALE: 1" = 20'	SHEET 1 OF 1

File #: 26-817 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

LETTER OF SUPPORT - OPENING DOORS OF NORTHWEST FLORIDA - FL-511, NOTICE OF FUNDING OPPORTUNITY.

RECOMMENDATION:

That City Council send a letter of support to the U.S. Department of Housing and Urban Development in support of Opening Doors of Northwest Florida, FL-511, Notice of Funding Opportunity. Further, that Council authorize the Council President to sign such a letter of support on behalf of City Council.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Opening Doors of Northwest Florida, serves as the HUD designated Lead Agency for the Continuum of Care FL-511, serving Escambia and Santa Rosa Counties, including the City of Pensacola. Opening Doors' has demonstrated effective leadership in coordinating our local homeless response system across Escambia and Santa Rosa Counties.

The City has witnessed the positive impact of Opening Doors' collaborative leadership in improving coordination among service providers, increasing community engagement, strengthening grant management, expanding regional planning efforts, and fostering innovative partnerships designed to prevent and end homelessness.

Opening Doors' commitment to values such as:

- Reducing unsheltered homelessness through coordinated, housing-focused Street Outreach.
- Expanding access to permanent housing opportunities for individuals and families experiencing homelessness.
- Operating a fair, transparent, and data-informed Coordinated Entry System that prioritizes households based on vulnerability and need.
- Strengthening collaboration among local governments, law enforcement, healthcare providers, behavioral health organizations, veterans' services, and community partners.

- Utilizing HMIS and system performance measures to evaluate outcomes, identify gaps, and improve the effectiveness of homeless assistance programs.
- Advancing equitable access to housing resources and ensuring that assistance reaches those with the greatest barriers to housing stability.
- Supporting strategies that improve neighborhood quality of life while promoting long-term housing stability and self-sufficiency.

Additionally, they continue to positively impact their collaborative leadership in improving coordination among service providers, increasing community engagement, strengthening grant management, expanding regional planning efforts, and fostering innovative partnerships designed to prevent and end homelessness.

This funding opportunity through HUD can only enhance Opening Doors' continued positive impact within our community.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Letter of Support-Opening Doors

PRESENTATION: No

Office of the City Council

City of Pensacola

America's First Settlement
Established 1559

July 16, 2026

U.S. Department of Housing and Urban Development

Re: Letter of Support for Opening Doors Northwest Florida, Lead Agency for Continuum of Care FL-511 – FY 2026 Continuum of Care Notice of Funding Opportunity

To Whom It May Concern:

On behalf of the Pensacola City Council, we are pleased to provide this letter of strong support for Opening Doors Northwest Florida in its role as the Lead Agency for Continuum of Care FL-511 and its application for funding under the U.S. Department of Housing and Urban Development's Fiscal Year 2026 Continuum of Care (CoC) Notice of Funding Opportunity (NOFO).

The City of Pensacola recognizes that homelessness is one of the most significant challenges facing our community and that addressing it requires a coordinated, housing-focused response supported by strong partnerships among local government, housing providers, healthcare systems, behavioral health organizations, law enforcement, faith-based organizations, and nonprofit service providers.

As the HUD-designated Lead Agency for FL-511, Opening Doors Northwest Florida has demonstrated effective leadership in coordinating our local homeless response system across Escambia and Santa Rosa Counties. Through its management of Coordinated Entry, the Homeless Management Information System (HMIS), community planning, performance monitoring, and collaborative initiatives, Opening Doors has strengthened our community's ability to identify, engage, assess, and connect individuals and families experiencing homelessness to permanent housing and supportive services.

The Pensacola City Council particularly values Opening Doors' commitment to:

- Reducing unsheltered homelessness through coordinated, housing-focused Street Outreach.
- Expanding access to permanent housing opportunities for individuals and families experiencing homelessness.
- Operating a fair, transparent, and data-informed Coordinated Entry System that prioritizes households based on vulnerability and need.

- Strengthening collaboration among local governments, law enforcement, healthcare providers, behavioral health organizations, veterans' services, and community partners.
- Utilizing HMIS and system performance measures to evaluate outcomes, identify gaps, and improve the effectiveness of homeless assistance programs.
- Advancing equitable access to housing resources and ensuring that assistance reaches those with the greatest barriers to housing stability.
- Supporting strategies that improve neighborhood quality of life while promoting long-term housing stability and self-sufficiency.

The City has witnessed the positive impact of Opening Doors' collaborative leadership in improving coordination among service providers, increasing community engagement, strengthening grant management, expanding regional planning efforts, and fostering innovative partnerships designed to prevent and end homelessness.

We appreciate Opening Doors' commitment to transparency, accountability, continuous system improvement, and responsible stewardship of federal, state, and local resources. The organization's leadership has positioned FL-511 to effectively implement HUD's goals of reducing homelessness, improving system performance, expanding permanent housing opportunities, and enhancing collaboration across public systems.

The Pensacola City Council remains committed to working alongside Opening Doors Northwest Florida and our community partners to advance solutions that improve housing stability, enhance public health and safety, and strengthen the overall quality of life for all residents of Pensacola.

We strongly support Opening Doors Northwest Florida's FY 2026 HUD Continuum of Care NOFO application and respectfully encourage HUD to give favorable consideration to its funding request.

Thank you for your consideration.

Sincerely,

President
Pensacola City Council

On behalf of the Pensacola City Council

File #: 26-709 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH EAST PENSACOLA STUDENT ATHLETE PROGRAM - FOOTBALL

RECOMMENDATION:

That City Council approve the Memorandum of Understanding (MOU) between the City of Pensacola Parks and Recreation Department and East Pensacola Student Athlete Program, Inc. to utilize Magee Field and Hollice T. Williams Park multi-purpose field for operation of a youth football program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #3: Support for Youth Experiences.

The City of Pensacola Parks and Recreation Department and East Pensacola Student Athlete Program, Inc. are seeking approval from the City Council to enter into a memorandum of understanding that allows the City to give access to East Pensacola Student Athlete Program, a Florida not-for-profit corporation, to utilize Magee Field and Hollice T. Williams Park mufti-purpose field for conducting a youth football program for the purpose of promoting positive physical, mental, and social development of participating youth. East Pensacola Student Athlete Program, Inc. agrees to pay the City of Pensacola $10 per participating child per season. The term of the lease will begin upon signature of the last signing party and end on June 30, 2028.

PRIOR ACTION:

October 10, 2024 - The previous lease agreement was approved by City Council.
June 16, 2026 - The lease agreement was reviewed by the Parks and Recreation Board and recommended for approval.

FUNDING:

N/A

FINANCIAL IMPACT:

The city will receive $10 per participating child per season. Fee subject to annual review by the city and may increase no more than $5 per participating child, per season within the first two years.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

8/15/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Tonya Byrd, Parks and Recreation Director

ATTACHMENTS:

1. EPSAP Youth Sports MOU - Football

PRESENTATION: No

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PENSACOLA
AND
THE EAST PENSACOLA STUDENT ATHLETE PROGRAM INC.

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made and entered into this _____ day of _____, 2026 ("**Effective Date**"), by and between the **City of Pensacola**, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the "**City**") and **The East Pensacola Student Athlete Program Inc.** (the "**Provider**"), a Florida not-for-profit corporation whose principal address is 2400 MLK Drive, Pensacola, FL 32503.

1. STATEMENT OF PURPOSE

The City owns certain real property having a postal address of 2400 MLK Drive, Pensacola, FL, 32503, known as **Magee Field** (the "**Property**"). The City and the Provider mutually agree for the Provider to utilize the Property for conducting a youth football program (the "**Program**") for the purpose of promoting positive physical, mental, and social development of participating players.

2. TERM

The term of this MOU shall commence upon signature of the last signing party and terminate on June 30, 2028. This MOU supersedes all other agreements between the City and the Provider for use of the Property.

3. TERMINATION FOR CONVENIENCE

Either the City or the Provider may terminate this MOU for convenience by providing a minimum of one hundred eighty (180) days written notice to the other party of its intent to terminate this MOU.

4. MOU PAYMENTS

The Provider agrees to pay the City of Pensacola $10 per participating child per season. The Provider must provide a roster of all youth participating in the Program along with the full payment no later than thirty (30) days after the first practice of each season. The Provider may assign a number to each participating child or provide first names only in lieu of providing first and last name of each participating child on such roster. The fee is subject to annual review by the City and may increase no more than $5 per participating child, per season within the first two years. Notice of such fee increases shall be provided by the City to the Provider a minimum of one hundred and twenty (120) days prior to the start of the season for which the City requests the increase.

5. USE OF PREMISES

The Property shall be used by the Provider solely for the purposes as stated within Section 1. Any use for a purpose outside of the purpose stated within Section 1 must be approved by the City in writing prior to that use by the Provider. The Provider agrees to coordinate and cooperate with the City's Parks and Recreation Department for use of the

Property to allow for any City-sponsored recreational programs.

The Provider agrees to seek and obtain prior written approval from the City before undertaking any activity on or near the Property that may adversely affect the adjacent residential or commercial property.

a. **CONCESSIONS**: The Provider may maintain concession activity or contract with concessionaires for food and drink during the Program. The Provider and its concessionaires must comply with all applicable ordinances and health regulations and rules and regulations from the City as may exist from time to time. The City is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The Provider is responsible for ensuring all concession personnel are compliant with the Florida Department of Business and Professional Regulation food service licensing and requirements and will provide proof of such licensing to the City upon request. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. The Provider must ensure that any area used for concessions is properly cleaned and garbage removed and properly disposed of following such use.

b. **FIELD MAINTENANCE**: City will maintain game fields and practice fields in its discretion and at its own expense, allowing for rest periods between seasons. The Provider agrees not to host any camps or clinics during rest periods without prior written permission from the City. Additional maintenance performed by the Provider shall be done only with express written consent by the City and is considered optional and not reimbursable by the City.
c. **PROHIBITED ACTIVITIES**: The Provider is strictly prohibited from organizing, sanctioning or scheduling any invitational tournaments, showcases, or non-league competitions unless explicitly approved in writing by the City. For the purposes of this Section, an "invitational tournament" is defined as any athletic event or series of games:

    - That includes teams outside of the regular league structure; and
    - That is attended based on a private or selective invitation.

6. CONDITIONS OF USE

The Provider's rights under this MOU are expressly contingent upon satisfaction of the following conditions:

1. Within thirty (30) days after commencing the Program at or about the Property, the Provider shall deliver to the City a list of all staff, coaches, volunteers, and board members (collectively, "**Personnel**"), which list will include, at a minimum, (i) the full name and contact information for all Personnel, and (ii) a memorandum stating that all listed Personnel have passed a Level 2 background screening completed within the 12-month period immediately preceding delivery per Florida Statute 943.0438, including, but not limited to, internet sexual offender registry and criminal

background checks conducted through a third-party vender reasonably acceptable to the City. The Provider will deliver to City updated list(s) to include any proposed new Personnel prior to any such new Personnel commencing involvement with the Program and will further deliver a current and updated list upon reasonable request by City.

2. Within thirty (30) days after commencing the Program each season at or about the Property, the Provider shall provide the number of total youths participating in the Program for that season. Additionally, the Provider shall indicate how many youths participating in the Program are receiving financial assistance (or scholarships) from the Provider each season.

3. Prior to commencing the Program at or about the Property, the Provider shall provide a copy of Provider's certificate of insurance. In accordance with Attachment "B" to this MOU, the certificate of insurance shall name the City as an additional insured.

4. On or before the Effective Date, the Provider shall deliver to the City fully-executed and current copies of the Provider's operating agreement, by-laws (and any other organizational governing documents), and standard operating procedures, along with all amendments and supplements thereto.

5. On or before the Effective Date, the Provider shall deliver to City any existing written disciplinary guidelines for Program participants, parents, and event attendees.

6. The Provider shall notify the City's Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, any related incident reports, the name of the injured party, and a brief description of the incident.

7. The Provider shall notify the City by 12:00pm the next business day of any damage incurred to the Property or remainder of the park resulting from the Program activities.

8. Prior to commencing the Program at or about the Property, the Provider shall deliver to the City a written schedule of all Program activities for the then-current calendar quarter, and shall thereafter during the term of the MOU deliver to the City, on or before the date that is 30 days prior to the end of the then-current calendar quarter, a written schedule of all Program activities for the immediately following calendar quarter (each a "**Schedule**"). Each Schedule shall contain, at a minimum, the following information: description, dates, times, fees (including scholarship eligibility criteria) and enrollment requirements for the Program, and all events, practices, games, and tournaments shall be added to the applicable Schedule as soon as confirmed.

9. The Provider agrees to attend and participate in an annual meeting held with appropriate personnel of both the City (Parks & Recreation Director, Athletic Manager, etc.) and the Provider (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.

10. The Provider must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide the same to the City.

11. Proof from marketing materials that the Provider advertised that residents of the City have a minimum of two (2) weeks advance notice and opportunity to register for the Program before registration is opened to non-City residents.

12. Provide the number of City residents that registered for the activity during the two (2) week advance registration period described above.

7. REQUIRED FINANCIAL INFORMATION

The Provider shall furnish to City the following information:

1. Prior to City execution of this MOU, the Provider shall furnish to City a copy of the Provider's IRS Form 990 returns together with schedules and any extensions filed in connection therewith, for the immediately preceding three years.

2. Prior to City execution of this MOU, the Provider shall furnish to City a copy of the Provider's financial statements and a statement of profit and loss for the immediately preceding three years. Such submissions shall be consistent with Section 9 below.

3. As soon as available upon request by City, and in no event less than annually, the Provider shall furnish to City the Provider's IRS Form 990, and if requested, financial statements and a statement of profit and loss. Such submissions shall be consistent with Section 9 below.

8. FORM OF FINANCIAL STATEMENTS

All financial statements, reports and other materials to be furnished to City in accordance with paragraph 8 shall be in form and detail satisfactory to City acting reasonably. The Provider will prepare and maintain its financial documents, records, statements and reports in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding fiscal or calendar year, as applicable. All financial statements and financial information submitted to City in accordance with this MOU shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships or limited liability companies, of which the Provider has an ownership interest and (ii) any entities of which the Provider does not have an ownership interest, but for which the Provider is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to City via electronic means, including, without limitation, by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation,

documents in Tagged Image Format Files ("**TIFF**") or Portable Document Format ("**PDF**") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. City may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records. Delivery of financial statements or information can be satisfied by delivery of data from QuickBooks in form requested by City.

9. REQUIRED ANNUAL REPORTING

The Provider agrees to appear before the Parks and Recreation Board at least annually, or at any time upon reasonable prior notice by the City and submit a presentation on the required financial information listed in paragraph 8. The Provider additionally agrees to submit to questioning by the City on any financial information presented.

10. BOOKS AND RECORDS; INSPECTION RIGHTS

The Provider will keep proper books, records and accounts in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. The City reserves the right to conduct an audit of the Provider's financial activities as it relates to this MOU at any time upon thirty (30) days written notice to the Provider by the City. The Provider shall fully cooperate and make available to City its relevant financial records in order for the City, or its auditors, to complete its audit.

11. PROVIDER'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

The Provider represents to and covenants with the City that the representations made by it are true and correct and that the Provider shall use the Property only for such purposes as described.

12. CONDITION OF PREMISES

The Provider hereby acknowledges and agrees that City provides the Property and the Provider accepts the Property "as/is, where is and with all faults" without any representation or warranty of City, express or implied, of any kind whatsoever other than as expressly set forth in this MOU. The Provider acknowledges that City has made no representations or warranties relating to the suitability of the Property for any particular use or purpose (including without limitation the use set forth in section 1 above) and that City shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Property other than as expressly set forth in this MOU. Without limiting the generality of the foregoing, City shall not be liable for any latent or patent defects in the Property, and City shall not have any liability or responsibility to the Provider for any loss, damage, or expense incurred by the Provider occasioned by the condition or characteristics of the Property, further, City hereby disclaims any and all express and implied warranties as to the condition of the Property, including without limitation any and all implied warranties of merchantability, fitness for any particular purpose, habitability, or tentability.

13. SIGNS

The Provider agrees that no signs, logos, or advertising displays shall be painted on or erected in any manner upon the Property (including on any fencing) without the prior written approval of the Parks and Recreation Director or his/her designee.

14. IMPROVEMENTS

The Provider shall not make any improvements to the Property without prior written permission from the City.

15. INSPECTION AND ACCESS TO PROPERTY

During the term of the MOU and any renewal or extension thereof, the Provider shall permit the representatives of the City access to the Property at any time, including without notice.

16. COVENANTS AND RESTRICTIONS

The City and the Provider agree that the following restrictions shall be binding on the Provider and any authorized sublessees to whom the City has consented:

1. That the Property shall be devoted only to the uses specified in this MOU or as approved in writing by the City.

2. That the Provider shall keep the interior of the Property in good working order (clean and orderly) and shall not allow any part of the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the City upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 6(6.) above.

3. That the Provider shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured and provide the same to the City prior to allowing its contractors or subcontractors to work at the Property.

4. The Provider is responsible for the repair of any and all damage caused by the Provider or the Provider's Program or related activities.

17. NO MORTGAGES OR ENCUMBRANCES

The Provider shall not mortgage, encumber, or allow any liens to be placed against the Property.

18. USE IS NOT EXCLUSIVE

The City grants the Provider use of the described Property for the purposes stated herein, however, there is no grant to the Provider of exclusive use or of any tenant or ownership rights beyond the use as described in Section 1 of this MOU. The City shall make all efforts to prevent any conflict of use between the City and the Provider, however if such a conflict occurs, the City's right of use and control of the Property shall prevail.

19. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR

OF THE CITY

The Provider shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively "**Indemnified Parties**") from and against all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "**Claims**"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or part, directly or indirectly:

(i) The performance of this MOU (including any amendments hereto) by the Provider, its employees, volunteers, agents, representatives, or subcontractors; or

(ii) The failure of the Provider, its employees, volunteers, agents, representatives or subcontractors to comply and conform with applicable laws;

(iii) Any negligent act or omission of the Provider, its employees, volunteers, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Provider, its employees, volunteers, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

(iv) Any reckless or intentional wrongful act or omission of the Provider, its employees, volunteers, agents, representatives, or subcontractors; or

(v) The Provider's failure to maintain, preserve, retain, produce, or protect records in accordance with this MOU and applicable laws (including but not limited to Florida's laws regarding public records and the Florida's laws regarding operation of government in the sunshine).

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Provider pursuant to this MOU or otherwise obtained by the Provider and the provisions of this paragraph survive the termination of this MOU with respect to any claims or liability arising in connection with any event occurring prior to such termination. Nothing contained in this MOU shall be construed as a waiver of the City's sovereign immunity or limitations promulgated under Florida Statute 768.28.

20. INSURANCE REQUIRED

Attachment "B" is hereby incorporated into this MOU by this reference. The Provider shall maintain insurance and provide the City with certificates in accordance with Attachment "B" prior to the commencement of the Program and during the life of the MOU as may be applicable under the circumstances. The City shall have the right to make reasonable increases to the minimum required limits of liability on Attachment "B" during any renewal or extension hereof. The Provider shall be responsible for all

deductibles and self-insured retentions under its insurance policies.

21. PUBLIC RECORDS

The parties acknowledge that if the Provider is a "contractor" as defined in Florida State Statute Section 119, that the Provider shall comply with all requirements listed in Attachment "A".

22. E-VERIFY

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

23. SOVEREIGN IMMUNITY

The City does not waive its right of sovereign immunity under s. 768.28, F.S., its police power to provide for the public interest and safety, or its municipal authority to provide for and protect its assets by entering into this MOU.

24. NO DISCRIMINATION

The Provider agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

1. In the operation of the property, neither the Provider nor any contractor or manager employed by the Provider shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Provider setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

2. The Provider and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap,

familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Provider, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

25. ENFORCEMENT OF MOU, FORFEITURE, DEFAULT, REMEDIES, NONWAIVER

The City may enforce the performance of this MOU in any manner provided by law, and the Provider shall be in default under the terms of this MOU upon the following events:

1. If default shall be made by the Provider in the performance of any of the terms or conditions of this MOU.
2. If the Provider shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating the Provider's business.

The City shall provide to the Provider in writing its intention to terminate this MOU within 15 days in the event of default. The failure of the City to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this MOU, or to exercise any option set forth in this MOU, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

26. NOTICES

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

City: The City of Pensacola
c/o City Administrator
222 West Main Street Pensacola, FL 32502

Provider: East Pensacola Student Athlete Program Inc.
Attn: Kendrick Johnson
6440 Mariana Drive
Pensacola, FL 32504

27. AMENDMENT

This MOU may not be altered, changed, or amended except by an instrument in writing, signed by both the City and the Provider.

28. SEVERABILITY

If any provisions of this MOU 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 MOU shall continue in full force and effect.

29. PARAGRAPH HEADINGS

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

30. ENTIRE AGREEMENT

This instrument constitutes the entire MOU between City and the Provider.

31. WAIVER

Failure on the part of the City to complain of any action or non-action on the part of the Provider, no matter how long it may continue, shall not be deemed to be a waiver by the City of any of its rights under this MOU. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this MOU by the City shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by the City to or of any action by the Provider requiring the City's consent or approval shall not be deemed to waive or render unnecessary the City's consent or approval to or of any subsequent similar act by the Provider.

32. GOVERNING LAW

This MOU is subject to and shall be governed by the laws of the State of Florida.

33. VENUE

Venue for any claim, action or proceeding arising out of the MOU shall be Escambia County, Florida.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed in multiple original copies to become effective upon the last party's signature on this MOU.

EAST PENSACOLA STUDENT ATHLETE PROGRAM

_____
Kendrick Johnson, President

_____
Printed Name of above signature.

Date: _____

_____
Corporate Secretary

CITY OF PENSACOLA, FLORIDA

_____
D.C. Reeves, Mayor

_____
Printed Name of above signature.

Date: _____

Attest:

_____
Ericka Burnett, City Clerk

Approved as to Substance:

_____
Tonya Byrd, Parks and Recreation Director

Legal in form and valid as drawn:

_____
City Attorney

Attachment "A"

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

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU term and following the completion of the MOU if Contractor does not transfer the records to the City.

D. Upon completion of the MOU, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the MOU, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the MOU, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM 222

WEST MAIN STREET, PENSACOLA, FL 32502

ATTACHMENT "B"
INSURANCE AND INDEMNIFICATION

GENERAL

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

COVERAGE

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

Worker's Compensation

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

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

Commercial General Liability Coverage

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

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within the subject premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

Sexual Abuse & Molestation

The Provider shall maintain in force at all times sexual abuse and molestation insurance coverage with minimum limits of $1,000,000, occurrence, and $2,000,000, aggregate. Policy may be written on an occurrence type basis or claims-made basis. Policy must cover actual or alleged abuse, molestation, mistreatment, or maltreatment of a sexual nature including defense costs, attorney fees, settlements, and judgements. City shall be named as an additional insured.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this MOU shall be listed. If required by the City, the Provider shall furnish copies of the Provider's insurance polices, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee**. If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Provider shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Provider shall, upon instructions of the City, cease all operations under the MOU until directed by the City in writing, to resume operations.

INSURANCE OF THE PROVIDER PRIMARY

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

LOSS CONTROL AND SAFETY

The Provider shall retain control over its employees, agents, servants, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Provider shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Provider for the protection of all persons, including employees and property. The Provider shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Provider shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Provider and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Provider's contractors, subcontractors, or vendors utilized by the Provider in the performance of this MOU. The Provider's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Provider agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies

available to the City and shall not be considered to be the City's exclusive remedy.

GOVERNING LAW AND VENUE

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

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name:_____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title:_____

Address:_____

City:_____State: _____ZIP:_____

Phone Number: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion" means:
1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED
SIGNATURE

Print Name and Title:_____

Date:_____

File #: 26-776 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH EAST PENSACOLA STUDENT ATHLETE PROGRAM - BASEBALL

RECOMMENDATION:

That City Council approve the MOU between the City of Pensacola Parks and Recreation Department and East Pensacola Student Athlete Program, Inc. to utilize Bill Gregory Park baseball fields for operation of a youth baseball program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #3: Support for Youth Experiences.

The City of Pensacola Parks and Recreation Department and East Pensacola Student Athlete Program, Inc. are seeking approval from the City Council to enter into a lease agreement that allows the City to give access to East Pensacola Student Athlete Program, a Florida not-for-profit corporation, to utilize Bill Gregory Park baseball fields for operation of a youth baseball program for the purpose of promoting positive physical, mental, and social development of participating youth. East Pensacola Student Athlete Program, Inc. agrees to pay the City of Pensacola $10 per participating child per season. The term of the lease will begin upon signature of the last signing party and end on June 30, 2028.

PRIOR ACTION:

October 10, 2024 - The previous lease agreement was approved by City Council.
June 16, 2026 - The lease agreement was reviewed by the Parks and Recreation Board and recommended for approval.

FUNDING:

N/A

FINANCIAL IMPACT:

The city will receive $10 per participating child per season. Fee subject to annual review by the city and may increase no more than $5 per participating child, per season within the first two years.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

8/15/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Tonya Byrd, Parks and Recreation Director

ATTACHMENTS:

1. EPSAP BASEBALL FIELD MOU

PRESENTATION: No

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PENSACOLA
AND
EAST PENSACOLA STUDENT ATHLETE PROGRAM INC.

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made and entered into this _____ day of _____, 2026 ("**Effective Date**"), by and between the **City of Pensacola**, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the "**City**") and **East Pensacola Student Athlete Program Inc.** (the "**Provider**"), a Florida not-for-profit corporation whose principal address is 2400 MLK Drive, Pensacola, Florida 32503.

1. STATEMENT OF PURPOSE

The City owns certain real property having a postal address of 150 N W Street, Pensacola, Florida 32505, known as **Bill Gregory Park** (the "**Property**"). The City and the Provider mutually agree for the Provider to utilize the Property for conducting a youth baseball program (the "**Program**") for the purpose of promoting positive physical, mental, and social development of participating players.

2. TERM

The term of this MOU shall commence upon signature of the last signing party and terminate on June 30, 2028. This MOU supersedes all other agreements between the City and the Provider for use of the Property.

3. TERMINATION FOR CONVENIENCE

Either the City or the Provider may terminate this MOU for convenience by providing a minimum of one hundred eighty (180) days written notice to the other party of its intent to terminate this MOU.

4. MOU PAYMENTS

The Provider agrees to pay the City of Pensacola $10 per participating child per season. The Provider must provide a roster of all youth participating in the Program along with the full payment no later than thirty (30) days after the first practice of each season. The Provider may assign a number to each participating child or provide first names only in lieu of providing first and last name of each participating child on such roster. The fee is subject to annual review by the City and may increase no more than $5 per participating child, per season within the first two years. Notice of such fee increases shall be provided by the City to the Provider a minimum of one hundred and twenty (120) days prior to the start of the season for which the City requests the increase.

5. USE OF PREMISES

The Property shall be used by the Provider solely for the purposes as stated within Section 1. Any use for a purpose outside of the purpose stated within Section 1 must be approved by the City in writing prior to that use by the Provider. The Provider agrees to coordinate and cooperate with the City's Parks and Recreation Department for use of the

Property to allow for any City-sponsored recreational programs.

The Provider agrees to seek and obtain prior written approval from the City before undertaking any activity on or near the Property that may adversely affect the adjacent residential or commercial property.

a. **CONCESSIONS**: The Provider may maintain concession activity or contract with concessionaires for food and drink during the Program. The Provider and its concessionaires must comply with all applicable ordinances and health regulations and rules and regulations from the City as may exist from time to time. The City is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The Provider is responsible for ensuring all concession personnel are compliant with the Florida Department of Business and Professional Regulation food service licensing and requirements and will provide proof of such licensing to the City upon request. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. The Provider must ensure that any area used for concessions is properly cleaned and garbage removed and properly disposed of following such use.

b. **FIELD MAINTENANCE**: City will maintain game fields and practice fields in its discretion and at its own expense, allowing for rest periods between seasons. The Provider agrees not to host any camps or clinics during rest periods without prior written permission from the City. Additional maintenance performed by the Provider shall be done only with express written consent by the City and is considered optional and not reimbursable by the City.
c. **PROHIBITED ACTIVITIES**: The Provider is strictly prohibited from organizing, sanctioning or scheduling any invitational tournaments, showcases, or non-league competitions unless explicitly approved in writing by the City. For the purposes of this Section, an "invitational tournament" is defined as any athletic event or series of games:

    - That includes teams outside of the regular league structure; and
    - That is attended based on a private or selective invitation.

6. CONDITIONS OF USE

The Provider's rights under this MOU are expressly contingent upon satisfaction of the following conditions:

1. Within thirty (30) days after commencing the Program at or about the Property, the Provider shall deliver to the City a list of all staff, coaches, volunteers, and board members (collectively, "**Personnel**"), which list will include, at a minimum, (i) the full name and contact information for all Personnel, and (ii) a memorandum stating that all listed Personnel have passed a Level 2 background screening completed within the 12-month period immediately preceding delivery per Florida Statute 943.0438, including, but not limited to, internet sexual offender registry and criminal

background checks conducted through a third-party vender reasonably acceptable to the City. The Provider will deliver to City updated list(s) to include any proposed new Personnel prior to any such new Personnel commencing involvement with the Program and will further deliver a current and updated list upon reasonable request by City.

2. Within thirty (30) days after commencing the Program each season at or about the Property, the Provider shall provide the number of total youths participating in the Program for that season. Additionally, the Provider shall indicate how many youths participating in the Program are receiving financial assistance (or scholarships) from the Provider each season.

3. Prior to commencing the Program at or about the Property, the Provider shall provide a copy of Provider's certificate of insurance. In accordance with Attachment "B" to this MOU, the certificate of insurance shall name the City as an additional insured.

4. On or before the Effective Date, the Provider shall deliver to the City fully-executed and current copies of the Provider's operating agreement, by-laws (and any other organizational governing documents), and standard operating procedures, along with all amendments and supplements thereto.

5. On or before the Effective Date, the Provider shall deliver to City any existing written disciplinary guidelines for Program participants, parents, and event attendees.

6. The Provider shall notify the City's Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, any related incident reports, the name of the injured party, and a brief description of the incident.

7. The Provider shall notify the City by 12:00pm the next business day of any damage incurred to the Property or remainder of the park resulting from the Program activities.

8. Prior to commencing the Program at or about the Property, the Provider shall deliver to the City a written schedule of all Program activities for the then-current calendar quarter, and shall thereafter during the term of the MOU deliver to the City, on or before the date that is 30 days prior to the end of the then-current calendar quarter, a written schedule of all Program activities for the immediately following calendar quarter (each a "**Schedule**"). Each Schedule shall contain, at a minimum, the following information: description, dates, times, fees (including scholarship eligibility criteria) and enrollment requirements for the Program, and all events, practices, games, and tournaments shall be added to the applicable Schedule as soon as confirmed.

9. The Provider agrees to attend and participate in an annual meeting held with appropriate personnel of both the City (Parks & Recreation Director, Athletic Manager, etc.) and the Provider (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.

10. The Provider must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide the same to the City.

11. Proof from marketing materials that the Provider advertised that residents of the City have a minimum of two (2) weeks advance notice and opportunity to register for the Program before registration is opened to non-City residents.

12. Provide the number of City residents that registered for the activity during the two (2) week advance registration period described above.

7. REQUIRED FINANCIAL INFORMATION

The Provider shall furnish to City the following information:

1. Prior to City execution of this MOU, the Provider shall furnish to City a copy of the Provider's IRS Form 990 returns together with schedules and any extensions filed in connection therewith, for the immediately preceding three years.

2. Prior to City execution of this MOU, the Provider shall furnish to City a copy of the Provider's financial statements and a statement of profit and loss for the immediately preceding three years. Such submissions shall be consistent with Section 9 below.

3. As soon as available upon request by City, and in no event less than annually, the Provider shall furnish to City the Provider's IRS Form 990, and if requested, financial statements and a statement of profit and loss. Such submissions shall be consistent with Section 9 below.

8. FORM OF FINANCIAL STATEMENTS

All financial statements, reports and other materials to be furnished to City in accordance with paragraph 8 shall be in form and detail satisfactory to City acting reasonably. The Provider will prepare and maintain its financial documents, records, statements and reports in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding fiscal or calendar year, as applicable. All financial statements and financial information submitted to City in accordance with this MOU shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships or limited liability companies, of which the Provider has an ownership interest and (ii) any entities of which the Provider does not have an ownership interest, but for which the Provider is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to City via electronic means, including, without limitation, by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation,

documents in Tagged Image Format Files ("**TIFF**") or Portable Document Format ("**PDF**") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. City may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records. Delivery of financial statements or information can be satisfied by delivery of data from QuickBooks in form requested by City.

9. REQUIRED ANNUAL REPORTING

The Provider agrees to appear before the Parks and Recreation Board at least annually, or at any time upon reasonable prior notice by the City and submit a presentation on the required financial information listed in paragraph 8. The Provider additionally agrees to submit to questioning by the City on any financial information presented.

10. BOOKS AND RECORDS; INSPECTION RIGHTS

The Provider will keep proper books, records and accounts in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. The City reserves the right to conduct an audit of the Provider's financial activities as it relates to this MOU at any time upon thirty (30) days written notice to the Provider by the City. The Provider shall fully cooperate and make available to City its relevant financial records in order for the City, or its auditors, to complete its audit.

11. PROVIDER'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

The Provider represents to and covenants with the City that the representations made by it are true and correct and that the Provider shall use the Property only for such purposes as described.

12. CONDITION OF PREMISES

The Provider hereby acknowledges and agrees that City provides the Property and the Provider accepts the Property "as/is, where is and with all faults" without any representation or warranty of City, express or implied, of any kind whatsoever other than as expressly set forth in this MOU. The Provider acknowledges that City has made no representations or warranties relating to the suitability of the Property for any particular use or purpose (including without limitation the use set forth in section 1 above) and that City shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Property other than as expressly set forth in this MOU. Without limiting the generality of the foregoing, City shall not be liable for any latent or patent defects in the Property, and City shall not have any liability or responsibility to the Provider for any loss, damage, or expense incurred by the Provider occasioned by the condition or characteristics of the Property, further, City hereby disclaims any and all express and implied warranties as to the condition of the Property, including without limitation any and all implied warranties of merchantability, fitness for any particular purpose, habitability, or tentability.

13. SIGNS

The Provider agrees that no signs, logos, or advertising displays shall be painted on or erected in any manner upon the Property (including on any fencing) without the prior written approval of the Parks and Recreation Director or his/her designee.

14. IMPROVEMENTS

The Provider shall not make any improvements to the Property without prior written permission from the City.

15. INSPECTION AND ACCESS TO PROPERTY

During the term of the MOU and any renewal or extension thereof, the Provider shall permit the representatives of the City access to the Property at any time, including without notice.

16. COVENANTS AND RESTRICTIONS

The City and the Provider agree that the following restrictions shall be binding on the Provider and any authorized sublessees to whom the City has consented:

1. That the Property shall be devoted only to the uses specified in this MOU or as approved in writing by the City.

2. That the Provider shall keep the interior of the Property in good working order (clean and orderly) and shall not allow any part of the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the City upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 6(6.) above.

3. That the Provider shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured and provide the same to the City prior to allowing its contractors or subcontractors to work at the Property.

4. The Provider is responsible for the repair of any and all damage caused by the Provider or the Provider's Program or related activities.

17. NO MORTGAGES OR ENCUMBRANCES

The Provider shall not mortgage, encumber, or allow any liens to be placed against the Property.

18. USE IS NOT EXCLUSIVE

The City grants the Provider use of the described Property for the purposes stated herein, however, there is no grant to the Provider of exclusive use or of any tenant or ownership rights beyond the use as described in Section 1 of this MOU. The City shall make all efforts to prevent any conflict of use between the City and the Provider, however if such a conflict occurs, the City's right of use and control of the Property shall prevail.

19. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR

OF THE CITY

The Provider shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively "**Indemnified Parties**") from and against all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "**Claims**"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or part, directly or indirectly:

(i) The performance of this MOU (including any amendments hereto) by the Provider, its employees, volunteers, agents, representatives, or subcontractors; or

(ii) The failure of the Provider, its employees, volunteers, agents, representatives or subcontractors to comply and conform with applicable laws;

(iii) Any negligent act or omission of the Provider, its employees, volunteers, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Provider, its employees, volunteers, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

(iv) Any reckless or intentional wrongful act or omission of the Provider, its employees, volunteers, agents, representatives, or subcontractors; or

(v) The Provider's failure to maintain, preserve, retain, produce, or protect records in accordance with this MOU and applicable laws (including but not limited to Florida's laws regarding public records and the Florida's laws regarding operation of government in the sunshine).

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Provider pursuant to this MOU or otherwise obtained by the Provider and the provisions of this paragraph survive the termination of this MOU with respect to any claims or liability arising in connection with any event occurring prior to such termination. Nothing contained in this MOU shall be construed as a waiver of the City's sovereign immunity or limitations promulgated under Florida Statute 768.28.

20. INSURANCE REQUIRED

Attachment "B" is hereby incorporated into this MOU by this reference. The Provider shall maintain insurance and provide the City with certificates in accordance with Attachment "B" prior to the commencement of the Program and during the life of the MOU as may be applicable under the circumstances. The City shall have the right to make reasonable increases to the minimum required limits of liability on Attachment "B" during any renewal or extension hereof. The Provider shall be responsible for all

deductibles and self-insured retentions under its insurance policies.

21. PUBLIC RECORDS

The parties acknowledge that if the Provider is a "contractor" as defined in Florida State Statute Section 119, that the Provider shall comply with all requirements listed in Attachment "A".

22. E-VERIFY

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

23. SOVEREIGN IMMUNITY

The City does not waive its right of sovereign immunity under s. 768.28, F.S., its police power to provide for the public interest and safety, or its municipal authority to provide for and protect its assets by entering into this MOU.

24. NO DISCRIMINATION

The Provider agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

1. In the operation of the property, neither the Provider nor any contractor or manager employed by the Provider shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Provider setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

2. The Provider and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap,

familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Provider, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

25. ENFORCEMENT OF MOU, FORFEITURE, DEFAULT, REMEDIES, NONWAIVER

The City may enforce the performance of this MOU in any manner provided by law, and the Provider shall be in default under the terms of this MOU upon the following events:

1. If default shall be made by the Provider in the performance of any of the terms or conditions of this MOU.
2. If the Provider shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating the Provider's business.

The City shall provide to the Provider in writing its intention to terminate this MOU within 15 days in the event of default. The failure of the City to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this MOU, or to exercise any option set forth in this MOU, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

26. NOTICES

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

City: The City of Pensacola
c/o City Administrator
222 West Main Street Pensacola, FL 32502

Provider: East Pensacola Student Athlete Program Inc.
Attn: Kendrick Johnson
6440 Mariana Drive
Pensacola, FL 32504

27. AMENDMENT

This MOU may not be altered, changed, or amended except by an instrument in writing, signed by both the City and the Provider.

28. SEVERABILITY

If any provisions of this MOU 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 MOU shall continue in full force and effect.

29. PARAGRAPH HEADINGS

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

30. ENTIRE AGREEMENT

This instrument constitutes the entire MOU between City and the Provider.

31. WAIVER

Failure on the part of the City to complain of any action or non-action on the part of the Provider, no matter how long it may continue, shall not be deemed to be a waiver by the City of any of its rights under this MOU. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this MOU by the City shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by the City to or of any action by the Provider requiring the City's consent or approval shall not be deemed to waive or render unnecessary the City's consent or approval to or of any subsequent similar act by the Provider.

32. GOVERNING LAW

This MOU is subject to and shall be governed by the laws of the State of Florida.

33. VENUE

Venue for any claim, action or proceeding arising out of the MOU shall be Escambia County, Florida.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed in multiple original copies to become effective upon the last party's signature on this MOU.

EAST PENSACOLA STUDENT ATHLETE PROGRAM

_____
Kendrick Johnson, President

_____
Printed Name of above signature.

Date: _____

_____
Corporate Secretary

CITY OF PENSACOLA, FLORIDA

_____
D.C. Reeves, Mayor

_____
Printed Name of above signature.

Date: _____

Attest:

_____
Ericka Burnett, City Clerk

Approved as to Substance:

_____
Tonya Byrd, Parks and Recreation Director

Legal in form and valid as drawn:

_____
City Attorney

Attachment "A"

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

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU term and following the completion of the MOU if Contractor does not transfer the records to the City.

D. Upon completion of the MOU, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the MOU, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the MOU, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM 222

WEST MAIN STREET, PENSACOLA, FL 32502

ATTACHMENT "B"
INSURANCE AND INDEMNIFICATION

GENERAL

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

COVERAGE

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

Worker's Compensation

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

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

Commercial General Liability Coverage

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

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within the subject premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

Sexual Abuse & Molestation

The Provider shall maintain in force at all times sexual abuse and molestation insurance coverage with minimum limits of $1,000,000, occurrence, and $2,000,000, aggregate. Policy may be written on an occurrence type basis or claims-made basis. Policy must cover actual or alleged abuse, molestation, mistreatment, or maltreatment of a sexual nature including defense costs, attorney fees, settlements, and judgements. City shall be named as an additional insured.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this MOU shall be listed. If required by the City, the Provider shall furnish copies of the Provider's insurance polices, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee**. If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Provider shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Provider shall, upon instructions of the City, cease all operations under the MOU until directed by the City in writing, to resume operations.

INSURANCE OF THE PROVIDER PRIMARY

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

LOSS CONTROL AND SAFETY

The Provider shall retain control over its employees, agents, servants, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Provider shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Provider for the protection of all persons, including employees and property. The Provider shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Provider shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Provider and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Provider's contractors, subcontractors, or vendors utilized by the Provider in the performance of this MOU. The Provider's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Provider agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies

available to the City and shall not be considered to be the City's exclusive remedy.

GOVERNING LAW AND VENUE

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

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name:_____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title:_____

Address:_____

City:_____State: _____ZIP:_____

Phone Number: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion" means:
1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED
SIGNATURE

Print Name and Title:_____

Date:_____

File #: 26-734 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

CITY OF PENSACOLA FY 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN

RECOMMENDATION:

That City Council approve the FY 2026-2027 Community Development Block Grant (CDBG) Annual Action Plan for the period October 1, 2026 through September 30, 2027 for submission to the U.S. Department of Housing and Urban Development. Further, that City Council approve the City of Pensacola 2026-2027 CDBG Program Proposed Budget and Activities Summary. Finally, that City Council authorize the Mayor to execute all documents relating to the plan's submission and program's administration and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels.

As part of the U.S. Department of Housing and Urban Development's (HUD) Consolidated Plan process, the City of Pensacola Housing Department, in conjunction with other members of the Escambia Consortium, must prepare an Annual Action Plan each program year to submit to HUD for approval. The FY 2026-2027 Annual Action Plan covers the period October 1, 2026 through September 30, 2027. The Annual Action Plan identifies housing and community development activities and presents the proposed budget for the FY 2026-2027 CDBG funding request. The approved plan is due to HUD on or before August 15, 2026.

The proposed City of Pensacola Annual Action Plan summary was published in the Pensacola News Journal on June 7, 2026, allowing for the minimum 30-day comment period. Additionally, public hearings were held May 13, 2026 and June 16, 2026 at City of Pensacola City Hall in the Vince Whibbs Conference Room to receive input regarding the proposed activities and budget. Comments reflected the need for assistance in the community and were supportive of the proposed activities and budget.

PRIOR ACTION:

July 17, 2025 - City Council approved the CDBG Consolidated Plan for 2025-2029 and FY 2025-2026 Annual Action Plan

FUNDING:

Budget: $915,176
Actual: $915,176

FINANCIAL IMPACT:

No city general funds are required. Grant funding is received from HUD. Funding from prior CDBG grant years will be reallocated to the current grant year through the budget process.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Betsy McDonald, Housing Director

ATTACHMENTS:

1. 26-27 CDBG Annual Action Plan
2. 26-27 CDBG Annual Plan Project Summary

PRESENTATION: No

CITY OF PENSACOLA

2026 - 2027 ANNUAL ACTION PLAN

(October 1, 2026 - September 30, 2027)

Housing Department
City of Pensacola
420 W. Chase Street
Pensacola, Florida 32502
Phone: (850) 858-0350
Fax: (850) 595-0113

Date: August 2026

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan contains a description of resources to be allocated for programmatic activities to address affordable housing and community development needs for low/moderate income families within the jurisdiction for the period October 1, 2026, to September 30, 2027. As indicated throughout the plan, the limited resources of local non-profits and the private and public sector greatly impact the ability to address the unmet needs in the jurisdiction.

As a member of the Escambia Pensacola HOME Consortium, the City works cooperatively with Escambia County to assist residents in attaining decent affordable housing, a suitable living environment, and expanded economic opportunities. The Plan identifies key community partners that contribute their expertise and assistance to the local jurisdiction to address the needs identified herein.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The major plan activities address the following needs: affordable housing opportunities for income eligible homeowners; needs to provide assistance for underserved populations; and opportunities and programs to support self-sufficiency. As evidenced throughout the plan, the need for affordable housing for extremely low, very low, and low/moderate income residents is a pressing issue for the jurisdiction. Housing needs are discussed in depth in Sections AP-20, AP-35, and AP-38.

Community development needs to support reinvestment in the City's redevelopment areas are discussed in Sections AP-20, AP-35, and AP-50. Concentrations of poverty are identified on the western jurisdictional boundary between the City and Escambia County. Coordinated efforts will be pursued to provide enhancements to these areas through housing rehabilitation and public service activities with the goal of assisting these residents with attaining self-sufficiency.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Goals were assessed based upon an in-depth review of the community's needs as presented in this plan. Specific activity selection was based upon an evaluation of the activity in meeting the needs of the community to address affordable housing and community development shortfalls. Support for the housing rehabilitation program was based upon a review and evaluation of the decades of experience the City has in managing and implementing this program with over 1,000 homeowners having successfully completed participation. Public service activities supported in the plan continue to provide much needed assistance to underserved populations within the city including elderly and/or special needs and low/moderate income residents.

The activities presented in the plan will be reviewed annually to determine the viability and success in addressing the needs of low/moderate income residents within the jurisdiction. These activities will be revised to address the changing needs of the community, within funding limitations. The City is addressing spend out concerns which were exacerbated by COVID and delays in receiving CDBG funds from HUD.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Citizen participation was achieved through various methods. Local participation has been greatly expanded with the use of local government websites where access to all types of planning documents, budgets, compliance reports, and program implementation summaries are readily available for public review. Public participation was requested through multiple public advertisements and press releases as well direct contact of housing agencies and neighborhood groups for participation in the public meetings. Upon receipt of the jurisdiction's allocation notice in April, the proposed plan summary was prepared and advertised for a 30-day comment period. Through the process, citizen comments were incorporated where appropriate. No comments were rejected.

An initial public hearing was held on May 13, 2026, and a second public hearing was held on June 16, 2026, where input from community organizations, nonprofits, and citizens was solicited for preparation of the City's Annual Action Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public comments were accepted during the public hearings and comment periods. During the public meetings, service providers discussed the unmet needs in the community and the need for continued financial support, particularly for affordable housing development. Proposed activities for the 2026-27 Annual Action Plan were presented at a public hearing held in June. A summary of public comments received during the public participation periods is available in Section AP-12: Participation.

6. Summary of comments or views not accepted and the reasons for not accepting them

Comments received through the public participation process were considered in the preparation of the Plan. No comments were rejected.

7. Summary

Outreach efforts and citizen input details are provided in the "Citizen Participation Comments" attachment.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PENSACOLA	Housing Department

Table 1 – Responsible Agencies

Narrative

The City of Pensacola Housing Department serves as the administrator for the City's Community Development Block Grant (CDBG) allocation.

Consolidated Plan Public Contact Information

City of Pensacola Housing Department
420 W. Chase Street
P.O. Box 12910
Pensacola, FL 32521-0031
850-858-0350

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Formal outreach and consultation for the Annual Plan began in April 2026 and was achieved through a variety of strategies, including public meetings, outreach to other City Departments, as well as one-on-one meetings. Efforts were made to contact appropriate parties for input. Local service providers, nonprofits, and citizens attended public meetings. Several public meetings were held in relation to the development of the 2026-27 Annual Action Plan.

A public hearing was held May 13, 2026 and a public hearing was held June 16, 2026, where input from community organizations, nonprofits, and citizens was solicited for preparation of the 2026-27 Annual Action Plan. Citizen participation was achieved through various methods, including web publication, press releases, direct email outreach, and other methods to citizens and community agencies. The plan was advertised for 30 days in its final draft version for public review and comment. Through the process, citizen comments were incorporated where appropriate. No comments were rejected.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City endeavored to enhance coordination between public and assisted housing providers and private government service agencies. The Housing Department as a public housing agency has developed a long-standing relationship with the other local public housing agency in Escambia County, the Area Housing Commission, as well as other departments within the city and governmental agencies, nonprofit organizations, and community organizations, and community interest groups. Continuum of Care (COC) membership includes public and assisted housing providers, mental health providers, private and public health providers, and other service agencies. The housing and infrastructure needs of the City outstrip the local government resources, which necessitates a cooperative process to leverage limited funds to maximize the benefits for the entire area. The City coordinates outreach efforts to housing providers and service agencies with the Consortium lead, Escambia County, to address needs within the jurisdiction.

A comprehensive list of agencies, organizations, and groups consulted during the preparation of the 2026-27 Annual Action Plan is presented in section AP-10: Consultation, Table 2.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Opening Doors Northwest Florida, Inc. (Opening Doors), the Continuum of Care lead, was consulted throughout the planning process and the Housing Director and the new Opening Doors Executive Director have met and began strategizing ways to provide mutual support to provide coordination efforts. The Housing Office is exploring several avenues to expand voucher assistance to veterans through applications for additional VASH vouchers as well as youth through the Foster Youth to Independence program, with discussions with service provider agencies still ongoing.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City is not a direct recipient of ESG funds. ESG funding in the community is received by Escambia County and Opening Doors through application with the State of Florida. The Opening Doors Board provides input on performance standards and evaluates outcomes of ESG program expenditures and contributes to the development of policies and procedures for the administration of HMIS.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	PENSACOLA
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation with City CRA and Economic Development department staff to coordinate proposed City affordable housing activities where it is anticipated that either infrastructure or direct homebuyer assistance support will be needed in order to complete proposed housing redevelopment projects.
2	**Agency/Group/Organization**	FL-511 Opening Doors of NW FL
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services-Homeless Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Direct outreach was made to the Executive Director and Opening Doors staff regarding the Annual Plan process. Housing staff routinely discuss the unmet needs of the homeless in the area with Opening Doors. Homeless needs are not solely focused within the City limits, so regional coordination is needed with Escambia and Santa Rosa Counties.
3	**Agency/Group/Organization**	Area Housing Commission
	Agency/Group/Organization Type	Housing PHA Services - Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	AHC and City Housing staff communicated multiple times since the beginning of the fiscal year to discuss various housing needs, including the need for additional rental units for low and very low-income households and potential partnerships between the AHC and the Pensacola Housing Department as PHAs. The City Housing Director routinely consults with the AHC Executive Director regarding housing needs in the community.
4	**Agency/Group/Organization**	COUNCIL ON AGING OF WEST FLORIDA, INC.
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City has a long-standing partnership with this not for profit which provides food, case management, and other services to underserved populations in the jurisdiction. Agency also provided feedback regarding housing needs for seniors at risk of homelessness due to rising rent costs and is supportive of ADU development to house seniors.

5	**Agency/Group/Organization**	Legal Services of North Florida
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Homeless Service-Fair Housing Services - Victims Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City participates in ongoing coordination with this agency to address the unmet needs of residents in the jurisdiction.
6	**Agency/Group/Organization**	Pensacola Habitat for Humanity
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Several representatives from Pensacola Habitat for Humanity attended the May 13, 2026, Public Hearing. City and agency staff discussed the need for increased homebuyer support, particularly to support homebuyers within the City limits due to higher property costs. The City will continue working with Habitat's established Community Land Trust to develop City owned properties.
7	**Agency/Group/Organization**	Community Enterprise Investments, Inc.
	Agency/Group/Organization Type	Housing Services - Housing Services-Education

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City staff spoke with the Executive Director throughout the previous fiscal year concerning housing and homebuyer education needs. The agency emphasized the challenge with finding suitable affordable properties within the City limits to utilize for new homebuyer and rental projects. The City participates in ongoing coordination with this housing provider to address the unmet needs of residents. A representative from CEII sits on the Affordable Housing Advisory Committee (AHAC) which meets monthly to review strategies and plans regarding affordable housing and the community's needs.
8	**Agency/Group/Organization**	AMR AT PENSACOLA, INC
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from AMR attended the public hearing on May 13, 2026. The City participates in ongoing coordination with this housing provider to address the unmet needs of residents.
9	**Agency/Group/Organization**	CIRCLE, INC
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Market Analysis Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City participates in ongoing coordination with this housing provider to address the unmet needs of residents. Agency representatives have stressed the need for rental development support, particularly in relation to tax credit applications.
10	**Agency/Group/Organization**	Community Action Program Committee
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City participates in ongoing coordination with this provider to address the unmet needs to residents.
11	**Agency/Group/Organization**	United Way of West Florida
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Regional organization Business and Civic Leaders

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City participates in ongoing coordination with this agency to address the unmet needs of residents. Monthly data provided from United Way from 211 calls is useful in tracking citizen requests/needs.
12	**Agency/Group/Organization**	JUST Pensacola
	Agency/Group/Organization Type	Business and Civic Leaders Faith Based Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Housing Department has participated in various interview/research sessions related to affordable rental housing development advocacy since 2022. Agency representative attended the May 13, 2026 public hearing.
13	**Agency/Group/Organization**	Center for Independent Living of Northwest Florida
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City participates in ongoing coordination with this provider to address unmet needs of residents.

14	**Agency/Group/Organization**	Community Health Northwest Florida
	Agency/Group/Organization Type	Services-homeless Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City participates in ongoing coordination with this provider to address unmet needs of residents.
15	**Agency/Group/Organization**	Family Promise of Escambia County
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City Housing Director met with the Executive Director in December 2025. The City participates in ongoing coordination with this agency to address the unmet needs of residents, particularly homeless families.
16	**Agency/Group/Organization**	Re-Entry Alliance Pensacola Inc
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Services-Employment

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City participates in ongoing coordination with this agency to address the unmet needs of residents, particularly homeless households.
17	**Agency/Group/Organization**	ESCAMBIA COUNTY
	Agency/Group/Organization Type	Agency - Emergency Management Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs HOPWA Strategy Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was held with the County as a HOME Consortium member and an adjacent unit of local government. The County also serves as the lead Emergency Management agency.
18	**Agency/Group/Organization**	Escambia County Housing Finance Authority
	Agency/Group/Organization Type	Housing Services - Housing Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City participates in ongoing coordination with this agency to address the unmet affordable housing needs of residents, particularly in relation to multi-family development and financing as well as homeownership strategies. Staff from this agency and City staff have met regularly to discuss these strategies and jointly implement an ongoing process to provide local support for SAIL/4% HTC applications to FHFC.

Identify any Agency Types not consulted and provide rationale for not consulting

Outreach was made to neighborhood groups in the City of Pensacola via email, which includes neighborhoods in CDBG eligible low/mod areas. No formal responses were received from neighborhood groups. The City made outreach efforts to housing providers and service agencies to receive feedback regarding needs within the jurisdiction. Members of these organizations were invited to all public meetings and hearings.

Public meetings/hearings were advertised in the Pensacola News Journal, but additional outreach was made through the use of direct emails to service providers, publication on the City's website and meeting calendars, as well as City press releases and social media in efforts to provide the broadest opportunities for consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Opening Doors Northwest Florida	The Plan strives to match HUD and CoC strategic planning efforts as it relates to collaboration and implementation of strategies to address housing for area homeless.

Table 3 - Other local / regional / federal planning efforts

Narrative

The City is in the middle of several planning processes, which have informed the preparation of this document. The Citywide Strategic Plan has identified attainable housing for all income levels as the

number 1 goal. The Planning Department recently (March 2026) adopted the draft version of the updated Land Development Code, with proposed updates that impact affordable housing development. To include defining affordable housing, providing clarity around density bonuses to allow for additional density, additional building height, and reduced parking requirements. Additionally, the CRA updated its various Redevelopment Area Plans (shared in the 2025 Annual Report), which provides a large focus on affordable housing initiatives. These initiatives include continued partnership with the local Community Land Trust and Homebuilders Association for continued affordable development, and continued investment in the residential property improvement and residential resiliency programs. While none of these planning processes are part of the formal CDBG Annual Plan process, the various public workshops have provided recommendations that are in line with public input received in preparation of the CDBG Annual Plan.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen participation was achieved through various methods. Several public hearings were held in relation to the development of the 2026/27 Annual Action Plan. The plan was advertised for a minimum of 30 days in its final draft version for public review. Through the process, citizens comments were incorporated where received and appropriate. No comments were rejected.

To launch the public participation process and gather public input, a public hearing was held May 13, 2026 where input from various community organizations, non-profits, and citizens were solicited for preparation of the Annual Action Plan. A public hearing was held June 16, 2026 where the 2026/27 Annual Action Plan was presented and public comment was also solicited at that time.

Local participation has been greatly expanded with the use of local government websites where access to various planning documents, budgets, compliance reports, and program implementation summaries are all readily available for public review.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community	April 26, 2026 publication in Pensacola News Journal noticing public planning process and advising of first public hearing.	None.	No comments received.	
2	Internet Outreach	Non-targeted/broad community	April 22, 2026 City press release and web notice of first public hearing to take place on May 13, 2026.	None.	No comments received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	April 30, 2026 email to housing and community development partners advising of May 13, 2026 public hearing, 26-27 CDBG budget and activities, and provide for written comments. Publication on City website also occurred.	None.	No Comments received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	May 13, 2026 public hearing was attended by members of not-for-profit housing and public service agencies, citizens, and other entities representing low income households. Public comments and questions during the meeting included tiny homes for older adults, young adults aging out of foster care, temporary supportive housing for older adults, a ramp program, community land trust vacant property acquisitions, and general questions regarding the CDBG funds and plan timing.	Attached.	All comments incorporated into plan.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Internet Outreach	Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	June 4, 2026 email to housing and community development partners advising of June 16, 2026 public hearing, 26-27 CDBG budget and activities, and provide for written comments. Publication on City website also occurred.	None.	No comments received.	
6	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community	June 7, 2026 publication in the Pensacola News Journal regarding summary of City's 26-27 CDBG activities and budget and noticing June 16, 2026 public hearing.	None.	No comments received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	June 16, 2026 public hearing to present proposed 26-27 City activities and budgets. Several agencies representing key community development sectors were represented including Legal Services, Habitat for Humanity, Council on Aging, Center for Independent Living, Re-entry Alliance, and the local Housing Finance Agency.	Public Comments included more specific inclusion of people with disabilities, funding for HUD Housing Counseling, and the need for additional Down Payment Assistance, probate funding and other low/mod legal needs, and facility improvements at recreational facilities.	All comments incorporated into the plan. No comments were rejected.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Community Development Block Grant (CDBG) resources will be utilized to accomplish long range local affordable housing and community development activities for the period October 1, 2026 - September 30, 2027. For the planning period, funding will be used to support housing, community development, and public service activities within the City to include the following: Housing Rehabilitation for owner-occupied single-family structures; Neighborhood Improvement Projects; Public Service activities including nutritional meal programs and Homebuyer and Foreclosure Prevention education; and grant administration and program management. CDBG program income as noted below is estimated at this time.

Long term funding allocations under HOME will continue to be coordinated with Escambia County, the Consortium lead, to assure the maximum benefit within the community as a result of the limited resources made available to support eligible activities from all public and private and non-profit resources.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 5				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$737,176.00	$78,000	$100,000	$915,176	0	Funds will be used to support community development and housing activities.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

While no match is required under the CDBG program, when appropriate, CDBG funds will be used as leverage in conjunction with City general fund allocations, local option sales tax funds, private financing, and other grant resources to complete community development activities, address housing needs, and provide services to meet the needs of City residents.

State funds received as an allocation from Florida Housing Finance Corporation's State Housing Initiatives Partnership (SHIP) program are used by the Consortium as match for the HOME Investment Partnership Program allocation as administered by Escambia County.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Through an Interlocal Agreement in support of an urban infill program administered by the Escambia County Housing Finance Authority, the jurisdiction has conveyed city owned vacant residential parcels for development with subsequent sales to an income qualified homebuyer. The Housing Department and the City Community Redevelopment Agency are currently partnering together on City or CRA owned properties for development of affordable homebuyer units under the Attainable Housing Program, to include 13 single family lots for development. The local community land trust (CLT) will be leveraged to ensure long term affordability through a shared equity program.

The city continues to explore opportunities for public-private partnerships and partnerships with area affordable housing providers to address the needs for community development and affordable housing in the jurisdiction.

Discussion

The City, as a member of the Consortium, supports the Consortium's major plan priorities to include the following: rehabilitation of homeowner occupied substandard housing for families with incomes between 0-80% of the local median; promote new construction, homebuyer assistance, and acquisition/rehabilitation activities to support affordable homeownership for families with incomes primarily between 50-80% of median; expand below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or new construction of units; enhance the availability of rental assistance for very low income families; support development of housing for underserved populations in the community; support reinvestment in distressed neighborhoods; and undertake a variety of targeted public infrastructure, public service, and community development activities primarily for the benefit of lower income residents.

Additionally, the City continues to deploy funds from CDBG-DR grants from the Florida Department of Commerce to support housing, infrastructure, and revitalization needs in response to Hurricane Sally. These grant awards will further support the goals outlined within this Plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2026	2030	Affordable Housing	Income eligible Citywide	Affordable Housing	CDBG: $357,165	Homeowner Housing Rehabilitated: 3 Household Housing Unit
2	Public Facilities and Improvements	2026	2030	Non-Housing Community Development	Income eligible Citywide	Public Facilities and Improvements	CDBG: $300,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 10 Households Assisted
3	Nutritional Meal Programs	2026	2030	Non-Homeless Special Needs	Income eligible Citywide	Public Service	CDBG: $70,000	Public service activities other than Low/Moderate Income Housing Benefit: 40 Persons Assisted
4	Homebuyer and Foreclosure Prevention Classes	2026	2030	Non-Housing Community Development	Income eligible Citywide	Public Service	CDBG: $40,576	Public service activities for Low/Moderate Income Housing Benefit: 10 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Grant Administration and Management	2026	2030	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Income eligible Citywide	Affordable Housing Public Service Public Facilities and Improvements Economic Development	CDBG: $147,435	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Housing Rehabilitation
	Goal Description	Development of sustainable urban communities by providing decent housing and a suitable living environment for families at 80% or less of area median income to include rehabilitation of owner-occupied structures providing structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; provide for the evaluation and control of lead based paint hazards for houses constructed prior to 1978; provide for private sewer lateral upgrades; temporary relocation; and provide for administrative costs of these programs and other related housing rehabilitation/repair activities.
2	**Goal Name**	Public Facilities and Improvements
	Goal Description	Funds to support accessibility planning, design, and improvements to City owned public buildings and facilities to remove architectural barriers. Funds may be expended on neighborhood improvement projects to provide new or updated public facilities or infrastructure within CDBG eligible neighborhoods or in direct support of affordable housing development.
3	**Goal Name**	Nutritional Meal Programs
	Goal Description	Direct services to provide nutritional meal programs to low- and moderate-income elderly and/or special needs residents within the corporate limits of the City of Pensacola.

4	**Goal Name**	Homebuyer and Foreclosure Prevention Classes
	Goal Description	Provide pre-purchase and foreclosure prevention education classes for lower income residents to prepare residents for homeownership and provide guidance to avoid foreclosure and retain ownership of their homes.
5	**Goal Name**	Grant Administration and Management
	Goal Description	Provide grant oversight to ensure compliance with the program guidelines, including personnel services and operating expenses. Activities encompass developing and submitting plans and program budgets, project management and compliance tracking, financial management of grant funds, compiling data to comply with annual reporting and grant monitoring requirements.

AP-35 Projects - 91.420, 91.220(d)

Introduction

Community Development Block Grant (CDBG) resources will be utilized to accomplish long range local affordable housing and community development activities for the period October 1, 2026, to September 30, 2027. The funding will be used to support community development and public service activities within the City to include the following: Housing Rehabilitation for owner-occupied single-family structures; Public Service activities including funding to support nutritional service programs; Neighborhood Improvement Projects; Homebuyer and Foreclosure Prevention Education Program; and grant administration and program management.

Long term funding allocations will continue to be coordinated with Escambia County, the HOME Consortium lead, to assure the maximum benefit within the community because of the limited resources made available to support eligible activities from all public, private, and non-profit resources.

#	Project Name
1	Housing Rehabilitation
2	Neighborhood Improvement Projects
3	Nutritional Meal Program
4	Homebuyer and Foreclosure Prevention Education Program
5	Grant Administration & Management

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The majority of assistance available under this plan will be targeted toward low-income households across the jurisdiction. The need for housing rehabilitation is identified as a strategy in various City community redevelopment plans. While there has been a resurgence of housing construction in the urban core of the City, there continues to be a need for housing rehabilitation as evidenced by ongoing requests for repair assistance. Due to the age of the existing housing stock within the downtown area and in the adjoining neighborhoods, households with multiple housing problems are scattered throughout these areas. While there may not be a concentration of units in any one area of the City, units requiring some form of repair or rehabilitation can be identified in most neighborhoods throughout the City. Construction costs have continued to escalate since the pandemic and have made routine improvements out of reach for low- and moderate-income households. Public Services are planned to assist income eligible residents with homeownership and foreclosure prevention education, and nutritional meal services for elderly and special needs residents throughout the jurisdiction.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Housing Rehabilitation
	Target Area	Income eligible Citywide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: $250,000
	Description	Funding for the CDBG owner occupied residential rehabilitation program and related activities.
	Target Date	9/30/2031
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 3-4 owner occupied households with incomes at or below 80% of area median income located throughout the jurisdiction.
	Location Description	Jurisdiction wide.
	Planned Activities	Funds to rehabilitate owner-occupied houses; to provide for structural modifications or the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead-based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of these programs and other housing related rehabilitation/repair activities. Assistance provided through deferred payment grants/deferred payment loans/low interest loans, or a combination thereof.
2	**Project Name**	Neighborhood Improvement Projects
	Target Area	Westside Redevelopment Plan Eastside Redevelopment Plan Urban Core Redevelopment Area Community Redevelopment Plan 2010 Income eligible Citywide
	Goals Supported	Public Facilities and Improvements
	Needs Addressed	Public Facilities and Improvements
	Funding	CDBG: $300,000

	Description	Funds to support accessibility planning, design, and improvements to City owned public facilities to remove architectural barriers. May also support neighborhood improvement projects within CDBG eligible neighborhoods or in direct support of affordable housing development
	Target Date	9/30/2031
	Estimate the number and type of families that will benefit from the proposed activities	10 low/mod households assisted for housing activities OR 100 low/mod households for non-housing activities
	Location Description	City owned public facilities, including parks. Neighborhoods within CDBG eligible low/mod census tracts. Projects located in CRAs or projects in direct support of affordable housing may be given priority.
	Planned Activities	Funds to support accessibility planning, design, and improvements to City owned public buildings and facilities to remove architectural barriers. Funds, if any, remaining after completion of accessibility project may be expended on neighborhood improvement projects to provide new or updated public facilities or infrastructure within CDBG eligible neighborhoods or in direct support of affordable housing development.
3	**Project Name**	Nutritional Meal Program
	Target Area	Income eligible Citywide
	Goals Supported	Nutritional Meal Programs
	Needs Addressed	Public Service
	Funding	CDBG: $70,000
	Description	Direct services to provide meals for low- and moderate-income elderly and/or special needs residents.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	50-100 elderly or disabled low/moderate income residents in the community.
	Location Description	Jurisdiction wide
	Planned Activities	Funds will provide nutritional services to elderly and/or disabled residents in the jurisdiction through the Meals on Wheels and Senior Dining Site programs offered by a nonprofit partner.

4	**Project Name**	Homebuyer and Foreclosure Prevention Education Program
	Target Area	Income eligible Citywide
	Goals Supported	Homebuyer and Foreclosure Prevention Classes
	Needs Addressed	Affordable Housing Public Service
	Funding	CDBG: $40,576
	Description	Provide pre-purchase and foreclosure prevention education classes to prepare residents for homeownership and provide guidance to avoid foreclosure and retain ownership of their homes.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	10-15 low/mod income households assisted
	Location Description	Jurisdiction wide
	Planned Activities	Pre-purchase homeownership education, guidance, and support classes. Assist City residents with a goal of owning their own home and provide foreclosure prevention education and assistance to assist residents avoid foreclosure and retain homeownership.
5	**Project Name**	Grant Administration & Management
	Target Area	Income eligible Citywide
	Goals Supported	Grant Administration and Management
	Needs Addressed	Affordable Housing Public Service Public Facilities and Improvements Economic Development
	Funding	CDBG: $147,435
	Description	Provide funding to ensure proper fiscal and programmatic management of the various activities undertaken with grant funds. Includes personnel services and operational expenses.
	Target Date	9/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	N/A. Funding provided for staff support for CDBG grant administration.
	Location Description	Jurisdiction wide
	Planned Activities	Funds to administer the CDBG program to include personnel services and operating expenses.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Assistance under this Annual Plan will be directed toward income eligible households jurisdiction wide regardless of geography.

Concentrations of minority households and areas of poverty are found along the western boundary of the jurisdiction. Many of these census tracts have poverty rates exceeding 20%.

Geographic Distribution

Target Area	Percentage of Funds
Westside Redevelopment Plan	
Eastside Redevelopment Plan	
Urban Core Redevelopment Area	
Community Redevelopment Plan 2010	
Income eligible Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The majority of assistance available under this plan will be targeted toward low-income households across the jurisdiction. The need for housing rehabilitation is identified as a strategy in the various community redevelopment plans. Most of the community redevelopment areas have been determined to be affected by slum/blight. While there has been a resurgence of housing construction in the urban core of the City, there continues to be a need for housing rehabilitation. Due to the age of the existing housing stock within the downtown area and in the adjoining neighborhoods, households with multiple housing problems are scattered throughout these areas. While there may not be a concentration of units in any one area of the City, units requiring some form of repair or rehabilitation can be identified in most neighborhoods throughout the City. Housing rehabilitation supports the goal of community redevelopment jurisdiction wide. Public Services are planned to assist income eligible residents with homeownership and foreclosure prevention education and nutritional services for elderly and special needs residents provided by nonprofit partnerships throughout the jurisdiction. Homebuyer assistance will be available City-wide, where home purchase costs average $40,000-$45,000 higher per unit than unincorporated Escambia County.

Discussion

While a specific geographic area is not prioritized within this plan, the City has identified several neighborhoods in need of revitalization to include the Urban Core, Eastside, and Westside

neighborhoods. To support, enhance, and leverage ongoing revitalization efforts in those areas, the City's Annual Action Plan allocates resources to these designated areas. Additionally, resources will be used to support public service activities for income eligible residents of the City.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City is actively looking at barriers to affordable housing, with action steps to be implemented in other departments beyond the Housing Department, to include the Economic Development, City Community Redevelopment Agency, and the Planning Departments. Several of these departments are making updates to their individual plans (CRA) or undertaking a city wide assessment (Land Development Code) that will impact affordable housing development.

The City of Pensacola administers the State of Florida State Housing Initiatives Partnership (SHIP) Program funding, which requires a housing advisory committee, the Affordable Housing Advisory Committee (AHAC). One task of the committee is to review public policies, procedures, ordinances, regulations, plans, and other activities for barriers to affordable housing on an annual basis. The City has implemented several strategies over the years, such as expedited permitting for affordable housing, ongoing review of the impact of public policy on affordable housing, allowance of accessory dwelling units in residential districts, and inventory of public lands available for affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Pensacola's Land Development Code (LDC) has undergone extensive revisions and updates while offering robust public input workshops during the previous calendar year, beginning in February 2025. The Final Draft of the LDC is currently in the final stages to adoption and many suggestions from the City of Pensacola's Affordable Housing Advisory Committee 2023 Review have been incorporated into the final draft. The updated LDC code as in its final draft form provides a clear definition of affordable housing, provides building height bonuses for affordable housing development, provides a bonus based on the ratio of affordable housing to market rate (separate from the Live Local Act program), increased clarity on the purpose of medium density zoning districts and the clarity of what a medium zoning district allows(a mixture of duplexes, triplexes and quadruplexes).

The 2026 State of Florida Legislative Session passed two bills, Senate Bill 594 and House Bill 1389, which provided legislative updates that will allow for various public policy updates at the City of Pensacola. Senate Bill 594 provided a critical update for Florida Statue 420.9072 regarding the State Housing Initiative Partnership Program (SHIP) and inclusion of mobile homes with expanded eligible funding. While the City of Pensacola has limited mobile home housing stock, these changes at the State level will be incorporated to provide funding opportunities for City residents through updates to the Local Housing Assistance Plan (LHAP).

House Bill 1389 provided changes to the "Live Local Act" (Bill in initial form was passed in March 2023)

which clarified and expanded when the Live Local Act provisions applied and when they did not.

While neither bill has been fully approved by the Governor, we are optimistic that these bills will be approved and will be in effect by July 1, 2026, which will certainly impact the Annual Action Plan for program year 2026.

As part of its annual review, the Affordable Housing Advisory Committee will review public policy barriers and make recommendations to the City Council by December 2026.

Discussion

City Council adopted the most recent Affordable Housing Incentive Plan Review Report December 2025. The AHAC is currently reviewing public policies to ensure there are not any additional recommendations to make.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City proposes to undertake activities identified in this plan to address the needs of low/moderate income residents within the jurisdiction. This will be accomplished through continued cooperation with the Consortium lead agency to leverage the limited resources necessary to provide affordable housing, support suitable living environments, and provide economic opportunities throughout the jurisdiction.

To support reinvestment in the City and its many varied neighborhoods including the urban core and adjoining neighborhoods and other income qualifying areas, revitalization of distressed neighborhoods will be a priority through a host of projects that have been proposed within the associated redevelopment plans for these neighborhoods and will be supported through this plan where eligible.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle in meeting underserved needs is the lack of sufficient private and public funding. The City will continue to partner with other local jurisdictions, its own internal departments, and various local agencies to address the jurisdiction's needs and leverage resources. The City is continuing to research additional funding to provide for underserved needs.

Meal programs (Meals on Wheels and Senior Dining sites) as provided through a nonprofit partner with CDBG funds will continue to provide nutritional food for elderly and disabled residents who may otherwise lack resources to obtain food, including transportation barriers to obtain those meals.

The City is in the process of deploying approximately $2,000,000 in funds through a CDBG-DR grant from the State of Florida to address unmet owner-occupied rehabilitation needs due to Hurricane Sally; implementation is ongoing and will wrap up during the subsequent fiscal year.

Actions planned to foster and maintain affordable housing

As described in the Consolidated Plan, the level of housing need and associated housing problems is inverse to family income. Rising housing costs in the area are making affordable housing difficult to obtain both for renters and homebuyers. For renters, the shortage of available affordable units is a clear obstacle.

HOMEBUYERS: The city continues to implement a homebuyer strategy utilizing SHIP in addition to existing grant resources to support homeownership opportunities for low- and moderate-income families in the community which will address the larger financing gap needed by affordable buyers. The city successfully partnered with the local CLT to provide permanent affordable housing for 3 in-fill single family homes with the intention of adding an additional 6-12 units. The intent of leveraging the limited available funds is to meet the needs of the community, especially given the rapidly increasing

construction and home purchase costs. The Housing Department continues to work with the City CRA to administer an Attainable Infill Housing Program, which is anticipated to assist income eligible homebuyers using City owned parcels over the next year in partnership.

OWNER OCCUPANTS: Housing rehabilitation will continue to be of primary importance to sustain homeownership, preserve existing affordable housing inventory, and assure families are living in suitable conditions. The City is in the process of administering CDBG-DR funding from the State of Florida to assist owner occupants with unaddressed repairs from Hurricane Sally which struck the area in September 2020.

RENTALS: As a Public Housing Authority administering the Housing Choice Voucher (HCV) program, the City Housing office modified its HCV Administrative Plan to prevent homelessness as the Emergency Housing Voucher (EHV) program ended due to funding to allow EHV participants to transition to HCV.

The City will continue to support the preservation and development of affordable housing, particularly rental units, with Escambia County, the Consortium lead, and other area partners such as the Escambia County Housing Finance Authority. A 2025 Rental Market Study prepared by the Shimberg Center for Florida Housing Finance Corporation demonstrates that the Pensacola-Ferry Pass-Brent MSA (which includes all of Escambia and Santa Rosa counties) has a deficit of 7,556 affordable rental units for households at or below 50% AMI or 1,928 units for renter households at or below 80% AMI. The city plans to offer local government support for tax credits once again under the State's Annual Housing Tax Credit funding cycle, with support for a 4%/SAIL application at a minimum.

Actions planned to reduce lead-based paint hazards

All HUD funded housing rehabilitation and acquisition projects where the home was constructed before 1978 follow HUD's Lead Safe Housing Rule guidance. Lead-based paint (LBP) hazards, if present, are addressed through the rehabilitation process through repair or interim controls or abatement depending on the amount of funding assistance targeted for the unit. The EPA Fact Sheet and EPA publication, “Protect Your Family from Lead in Your Home,” are provided to occupants to educate about LBP hazards.

Section 8 Housing Choice Voucher holders are also provided the Protect Your Family from Lead pamphlet and encouraged to look for units in good repair which diminishes the potential for exposure to lead based paint hazards. Additional protections are in place when units are occupied or will be occupied by children under 6 years of age.

Actions planned to reduce the number of poverty-level families

The plan supports public service programs which provide residents with tools to help themselves improve their financial stability and should assist in reducing poverty level families. Credit and financial

literacy classes and homeowner education for prospective homebuyers are programs that are currently in place. The educational classes coupled with Homebuyer subsidies will offer families an opportunity to begin building financial security and offer residents a “step up” out of poverty as well as build wealth and skills so that residents can remove themselves from the debt cycle that plagues many low-income families. Workshops are planned to provide targeted community outreach and education to buyers that traditionally may not have access to homebuying opportunities in relation to its Attainable Infill Housing program.

The City of Pensacola is considering additional programming with Legal Services non-profit partners to provide landlord-tenant counseling, foreclosure representation, and other legal aid that will remove barriers so families may obtain/maintain ownership of their properties, prevent evictions and potential homelessness, and access their property as an asset to obtain home improvements loans.

The City administered 35 vouchers under the Emergency Housing Voucher (EHV) Program, which is being administered in partnership with Opening Doors Northwest Florida. Due to federal funding shortages, the EHV Program has concluded with all participants being transitioned to HCV.

Actions planned to develop institutional structure

The organizations identified in the plan reflect a strong community commitment to addressing the unmet needs of low/moderate income families and the underserved population in the area. Both the volunteers and paid staff provide a valuable resource for the community. The limited financial resources available do not come close to meeting the multitude of housing and community development needs identified in the plan. The City will continue to coordinate efforts through area partners, the Consortium, and the Continuum of Care (COC) to identify opportunities to leverage funding from both the public and private sectors to expand the capacity of available resources and service delivery models.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to engage in community discussions which are leading to the development of outcome-based goals promoting long term solutions. Activities in this plan are successful due to collaboration with public and private housing and social service agencies. The local agencies tasked with providing social services continue to be underfunded and struggle to meet the growing demand for services and assistance. The City will continue to coordinate efforts through the Consortium and the CoC to identify opportunities to leverage funding from both the public and private sectors to expand the capacity of available resources and service delivery models.

Discussion

The intent is to leverage the limited available funds to meet the needs of the community. Planned

activities are based on the funding available to meet priorities as identified in the Consolidated Plan. Needs assessments are ongoing based on new funding opportunities and changing community priorities. The city plans to continue working through the established Consolidated Plan priorities through the new planning period. Continued coordination and any newly identified opportunities to address needs will be incorporated within future annual plans, when eligible and affordable.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

This section provides specific requirements of the HUD CDBG and HOME funding provided under this plan.

The City of Pensacola participates with Escambia County in a Consortium under the HOME program. Allocation of HOME funds to Consortium members is based on the HOME consortia report as provided by HUD and is evidenced by an annual Interlocal Agreement. The City anticipates receiving $172,892 in HOME funds to be utilized for Owner Occupied Substantial Rehabilitation/Reconstruction.

All applicants for HOME assistance must be at or below 80% area median income. All homebuyer or owner-occupied substantial rehab/reconstruction units assisted under the HOME program within the City of Pensacola will comply with HUD provided homeownership limits or limits as approved by HUD as a result of a local market survey based on recent home sales in accordance with HUD guidelines under 24 CFR 92.254(a)(2). Additional HOME Program specific requirements are outlined in Escambia County's Annual Action Plan.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	70,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**70,000**

Other CDBG Requirements

1. The amount of urgent need activities	0

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Discussion

The City estimates $78,000 to be received this program year in program income from the CDBG Housing Rehabilitation activity. These funds are receipted into IDIS and allocated to support additional housing rehabilitation or other CDBG eligible projects. Currently the jurisdiction does not make use of Section 108 loan funding, urban renewal settlement funding, funds returned to the line of credit, and/or income from float funded activities. The jurisdiction plans to continue using program income to enhance current funding levels under the Housing Rehabilitation activity to address unmet needs of low/moderate income families for affordable housing by sustaining and upgrading the existing housing stock within the community.

City of Pensacola
Community Development Block Grant
2026-27 Annual Action Plan

Citizen Participation Comments

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Public Notice

The City of Pensacola Housing Department announces initiation of the public participation process that will facilitate the preparation of the FY 2027 Annual Housing and Community Development Plan for the period October 1, 2026 – September 30, 2027. The public hearing will afford citizens the opportunity for input and recommendations regarding assisted housing, housing and community development related needs/priorities, supportive housing needs, and non-housing community development needs within the city under the CDBG Program. The public hearing will be held at 2:00 P.M. on Thursday, May 13, 2026, at City Hall in the Vince Whibbs Conference room, 1ST Floor of City Hall, 222 West Main Street.

In addition to direct input provided during the public hearing, written comments or input regarding local housing and community development needs or priorities will be accepted through May 26, 2026,and may be submitted to City of Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521-0031, or via email EMcDonald@cityofpensacola.com

For further information, contact City of Pensacola Housing Director Betsy McDonald at 850-858-0311.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 850-858-0350 at least 72 hours in advance of the event in order to allow time to provide the requested services.

April 22 2026

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Legal Clerk

Notary, State of WI, County of Brown

9.19.29

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State of Wisconsin

Public Notice

The City of Pensacola Housing Department announces a correction to the previously published public notice regarding the FY 2027 Annual Housing and Community Development Plan. The originally published notice listed the incorrect day of the week for the public hearing.

The correct information is as follows:

The public hearing will be held at 2:00 P.M. on Wednesday, May 13, 2026, at City Hall in the Vince Whibbs Conference Room, 1st Floor of City Hall, 222 West Main Street, Pensacola, FL.

All other details of the notice remain unchanged. Written comments regarding local housing and community development needs or priorities will continue to be accepted through May 26, 2026, and may be submitted to the City of Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521-0031, or by email to EMcDonald@cityofpensacola.com

For additional information, please contact City of Pensacola Housing Director Betsy McDonald at 850-858-0311.

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April 26 2026
LSAR0506019

Outlook

[EXTERNAL] City of Pensacola Housing Public Hearing May 13

From City of Pensacola Public Information <noreply@civicplus.com>
Date Wed 4/22/2026 8:02 AM
To Betsy McDonald <EMcDonald@cityofpensacola.com>

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

City of Pensacola Housing Public Hearing May 13

The City of Pensacola will host a public hearing Wednesday, May 13, 2026, at 2 p.m. concerning the development of the 2026-2027 Annual Housing and Community Development Plan. The public hearing will take place in the Vince Whibbs Conference Room, located on the first floor of City Hall, 222 W. Main Street.

The public hearing will afford citizens the opportunity for input and recommendations regarding assisted housing, housing and community development related needs/priorities, supportive housing needs, and non-housing community development needs within the city under the Community Development Block Grant Program.

In addition to direct input provided during the public hearing, written comments or input regarding local housing and community development needs or priorities will be accepted through **May 26, 2026**, and may be submitted to the City of Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521-0031, or via email EMcDonald@cityofpensacola.com.

For more information, contact City of Pensacola Housing Director Betsy McDonald at 850-858-0311.

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Outlook

City of Pensacola Community Development Block Grant Annual Plan Meeting, May 13, Public Comment now being accepted

From Betsy McDonald <EMcDonald@cityofpensacola.com>

Date Thu 4/30/2026 7:36 AM

To Betsy McDonald <EMcDonald@cityofpensacola.com>

Bcc execdir@areahousing.org <execdir@areahousing.org>; andrea@lsnf.org <andrea@lsnf.org>; Carolyn@cilnwf.org <Carolyn@cilnwf.org>; familypromiseec@gmail.com <familypromiseec@gmail.com>; d.brown@capc-pensacola.org <d.brown@capc-pensacola.org>; eechevarria@coawfla.org <eechevarria@coawfla.org>; Fran Jones <fran.jones@escambiahfa.com>; heather.mcdonald14@yahoo.com <heather.mcdonald14@yahoo.com>; admin@lf.gccoxmail.com <admin@lf.gccoxmail.com>; jjr@jjrfirm.com <jjr@jjrfirm.com>; broker@voyagegulfcoast.com <broker@voyagegulfcoast.com>; jnewby@coawfla.org <jnewby@coawfla.org>; Leslie@lsnf.org <leslie@lsnf.org>; Lisa Bernau <lisa.bernau@escambiahfa.com>; kneem@cc.ptdiocese.org <kneem@cc.ptdiocese.org>; pgoodman@ceii-cdc.org <pgoodman@ceii-cdc.org>; robin@brightbridgeministries.org <robin@brightbridgeministries.org>; rstricklandjr@yahoo.com <rstricklandjr@yahoo.com>; syoung@pensacolahabitat.org <syoung@pensacolahabitat.org>; shenderson@areahousing.org <shenderson@areahousing.org>; vincewhibbs@gmail.com <vincewhibbs@gmail.com>; Leslie.yandle@gmail.com <Leslie.yandle@gmail.com>; cbookman@pathwaysforchange.org <cbookman@pathwaysforchange.org>; Mark Holleran <mholleran@fheinc.org>

Good morning Housing and Community Development Partner,

The City of Pensacola will host a public hearing on WEDNESDAY, MAY 13 at 2:00 p.m. concerning the proposed HUD Community Development Block Grant Annual Action Plan for Housing and Community Development for the period Oct.1, 2026 – Sept. 30, 2027. The hearing will take place in the Whibbs Conference Room, located on the first floor of City Hall, 222 W. Main St.

The meeting will provide an opportunity for the public to provide comment on the 2026-2027 Community Development Block Grant budget and activities prior to submission of the Annual Action Plan to City Council and to the U.S. Department of Housing and Urban Development for final approval. The Annual Action Plan is the planning document which describes the amount of CDBG funds available and the proposed use of those funds. The City will receive $737,176 in CDBG funds for fiscal year 2026-2027. Following the first public hearing, a draft version of the HUD Community Development Block Grant Annual Action Plan for Housing and Community Development will be published on the City of Pensacola Housing website and will be shared with you.

If you are unable to attend the meeting, and would like to provide comments please know that written comments or input regarding the plan, local housing needs, or proposed activities will be accepted through MAY 26, 2026 and should be submitted to City of Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521-0031, or via email to emcdonald@cityofpensacola.com. Comments will be included in submission of the plan to HUD.

Let me know if you have any questions or would like to discuss this matter further. Thank you!

Sincerely,

Betsy McDonald
Housing Director

Visit us at cityofpensacola.com
Address: 420 W. Chase St. Pensacola, FL 32502
Office: 850.858.0311 | Cell: 850.495.9730
Open Monday-Thursday, 7 AM-6 PM. Closed Fridays.
Email: emcdonald@cityofpensacola.com

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THE CITY OF
PENSACOLA
WHERE FLORIDA BEGINS

PUBLIC HEARING

May 13, 2026 – 2:00 PM
City of Pensacola
Vince Whibbs Conference Room
222 W. Main Street
Pensacola, FL

Annual Action Plan
(For Plan Period October 1, 2026 - September 30, 2027)

AGENDA

I. Welcome and Introduction

II. Overview of Annual Plan

III. Overview of Grants and Eligible Activities (handout)

V. Review of Public Participation Schedule and Plan Process

VI. Public Comments and Questions

SIGN-IN SHEET

Project: Public Hearing: City of Pensacola HUD Annual Plan **Meeting Date:** May 13, 2026

Name (please print)	Organization Representing
Betsy McDonald	City of Pensacola Housing
Carol Lewis	Just Pensacola
Tawanza Hill	Myself
Josh Newby	Council on Aging
Kim Wilson	PHFH
Leslie Marbury	Pensacola Habitat
Kelly Price	AMR @ Pensacola
Ruthie Noel	Pensacola Habitat
Jim Reeves	AMR @ Pensacola
Madison Bates	AMR @ Pensacola

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Legal Clerk

Notary, State of WI, County of Brown

5.15.27
My commission expires

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Tax Amount:	$0.00	
Payment Cost:	$583.90	
Order No:	12392423	# of Copies:
Customer No:	1124712	0
PO #:	LSAR0532813	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

PUBLIC NOTICE

CITY OF PENSACOLA
HUD ANNUAL ACTION PLAN SUMMARY

The City of Pensacola has drafted the 2026/2027 Annual Action Plan for Housing and Community Development for the period October 1, 2026 - September 30, 2027. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the City's 2026/2027Annual Action Plan for the utilization of Community Development Block Grant (CDBG) funding to address housing and community development needs. The major priorities include: rehabilitation of homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; public service activities addressing needs of elderly and/or low income households; and targeted community development public improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2026/2027 Annual Action Plan is available for public review at the City of Pensacola Housing Office, 420 W. Chase Street, Pensacola, Florida between 8 a.m. and 6 p.m. Monday through Thursday or may be viewed online at

https://www.cityofpensacola.com/180/CommunityDevelopment-Block-Grant-CDBG-P

This section of the Plan incorporates the city's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2026 Community Development Block Grant (CDBG) funding which is detailed as follows.

CITY OF PENSACOLA
2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES
HOUSING:

Housing Rehabilitation Loan/Grant Programs $357,165

Funds to rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of approximately 4 owner occupied housing units. The program is available to low- and moderate-income persons occupying their homestead residence within the corporate limits of the City of Pensacola.
*Program income from housing rehabilitation loans will be used to repair homeowner occupied units for low- and moderate-income families located within the corporate limits of the City of Pensacola (estimated program income is $78,000 and is included in the totals above).

PUBLIC FACILITIES AND IMPROVEMENTS:

Neighborhood/Facility Improvement Projects $300,000

Funds to support accessibility planning, design, and improvements to City owned public buildings and facilities to remove architectural barriers. Funds may be expended on neighborhood improvement projects to provide new or updated public facilities or infrastructure within CDBG eligible target areas or in direct support of affordable housing development.

PUBLIC SERVICES:

Nutritional Meal Programs $70,000

Funds will provide support for nutritional meal programs in partnership with a local not for profit agency for low- and moderate-income elderly and special needs residents residing within the corporate limits of the City of Pensacola. These funds provide direct services.

Homebuyer and Foreclosure Prevention EducationProgram $40,576

Provide housing counseling to support City CDBG or HOME homeownership assistance activities, to include pre-purchase homeownership and foreclosure prevention education classes for lower income (80% or below of area median income) residents.

PROGRAM PLANNING AND ADMINISTRATION:

Grant Administration & Management $147,435

Funds to administer the City's CDBG Program which includes personnel services and operating expenses. Up to 20% of actual program income received may also be utilized for planning and administrative costs.

2026 CDBG Grant Allocation $ 737,176

Estimated Program Income $ 78,000

FY 2020 CDBG Grant Funds $100,000

TOTAL 2026 CDBG PROPOSED BUDGET $ 915,176

A PUBLIC HEARING is being sponsored to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2026 Annual Plan. The hearing will be held at 3:00 P.M. (CST) on June 16, 2026, at Pensacola City Hall, Vince Whibbs Conference Room on the 1st Floor, at 222 W. Main Street, Pensacola, Florida. All interested citizens are urged to attend and participate. Written comments or input regarding the Plan, local housing needs or priorities will be accepted through July 7, 2026, and may be submitted to: City of Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521-0031, or via email to EMcDonald@cityofpensacola.com. For further information, contact Betsy McDonald at 850-858-0311.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 850-858-0350 at least 72 hours in advance of the event in order to allow time to provide the requested services.
June 7 2026
LSAR0532813

Outlook

[EXTERNAL] City of Pensacola Housing Public Hearing June 16

From City of Pensacola Public Information <noreply@civicplus.com>
Date Thu 6/4/2026 2:38 PM
To Betsy McDonald <EMcDonald@cityofpensacola.com>

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

City of Pensacola Housing Public Hearing June 16

The City of Pensacola will host a public hearing at 3 p.m. June 16 concerning the proposed HUD Community Development Block Grant Annual Action Plan for Housing and Community Development for the period Oct.1, 2026 – Sept. 30, 2027.

The hearing will take place in the Vince Whibbs Conference Room, located on the first floor of City Hall, 222 W. Main St.

The meeting provides an opportunity for the public to comment on the proposed 2026-2027 Community Development Block Grant budget and activities prior to submission of the Annual Action Plan to City Council and to the U.S. Department of Housing and Urban Development for final approval.

The Annual Action Plan is the planning document that describes the amount of CDBG funds expected to be available and the proposed use of those funds. The City anticipates receiving $737,176 in CDBG funds for fiscal year 2026-2027. A copy of the plans and proposed activities are available for review online at cityofpensacola.com/CDBG and at the City of Pensacola Housing Department at 420 W. Chase St. between 8 a.m. and 6 p.m. Monday through Thursday.

Written comments or input regarding the Plan, local housing needs or priorities will be accepted through July 7, 2026, and should be submitted to City of Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521-0031, or via email to EMcdonald@cityofpensacola.com

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 850-595-1637 at least 72 hours in advance of the event in order to allow time to provide the requested services.

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222 West Main Street, Pensacola, FL 32502

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Unsubscribe

Outlook

City of Pensacola Community Development Block Grant Annual Plan Meeting, June 16, Public Comment now being accepted

From Betsy McDonald <EMcDonald@cityofpensacola.com>
Date Thu 6/4/2026 5:54 PM
To Betsy McDonald <EMcDonald@cityofpensacola.com>

Good evening Housing and Community Development Partner,

The City of Pensacola will host the final public hearing, T**UESDAY, June 16 at 3:00 p.m**., concerning the proposed HUD Community Development Block Grant Annual Action Plan for Housing and Community Development for the period Oct.1, 2026 – Sept. 30, 2027. The hearing will take place in the Whibbs Conference Room, located on the first floor of City Hall, 222 W. Main St.

The meeting will provide an opportunity for the public to provide comment on the 2026-2027 Community Development Block Grant budget and activities prior to submission of the Annual Action Plan to City Council and to the U.S. Department of Housing and Urban Development for final approval. The Annual Action Plan is the planning document which describes the amount of CDBG funds available and the proposed use of those funds. The City will receive $737,176 in CDBG funds for fiscal year 2026-2027. As shared with you last month via email, a draft version of the HUD Community Development Block Grant Annual Action Plan for Housing and Community Development is available for review on the City of Pensacola Housing website and can be viewed by following this link: Community Development Block Grant (CDBG) Program | City of Pensacola, Florida Official Website

If you are unable to attend the meeting, and would like to provide comments please know that written comments or input regarding the plan, local housing needs, or proposed activities will be accepted through July 7, 2026 and should be submitted to City of Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521-0031, or via email to emcdonald@cityofpensacola.com. Comments will be included in submission of the plan to HUD.

Let me know if you have any questions or would like to discuss this matter further. Thank you!

Sincerely,

Betsy McDonald
Housing Director
Visit us at cityofpensacola.com
Address: 420 W. Chase St. Pensacola, FL 32502
Office: 850.858.0311 | Cell: 850.495.9730
Open Monday-Thursday, 7 AM-6 PM. Closed Fridays.
Email: emcdonald@cityofpensacola.com

Florida has a very broad public records law. As a result, any written communication created or received by the City of Pensacola officials and employees will be available to the public and media upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

THE CITY OF PENSACOLA
WHERE FLORIDA BEGINS

PUBLIC HEARING

June 16, 2026 – 3:00 PM
City of Pensacola
Vince Whibbs Conference Room
222 W. Main Street
Pensacola, FL

Annual Action Plan
(For Plan Period October 1, 2026 - September 30, 2027)

AGENDA

I. Welcome and Introduction

II. Overview of Annual Plan

III. Discussion of Proposed Projects and Annual Funding

V. Review of Public Participation Schedule and Plan Process

VI. Public Comments and Questions

SIGN-IN SHEET

Project: Public Hearing: City of Pensacola HUD Annual Plan | **Meeting Date:** June 16, 2026

Name (please print)	Organization Representing
Betsy McDonald	City Housing
Andrea Roberts	Legal Services of North Florida
Vinnie Whibbs	REIAP vincewhibbs@gmail.com
Tawanza Hill	self / Public
Carolyn Grawi	CIL of Northwest Florida
Josh Newby	COAWFLA
Sam Yuwc	PITFH
Kim Wilson	" "
Ursula Jackson	City Housing

PUBLIC NOTICE
CITY OF PENSACOLA
HUD ANNUAL ACTION PLAN SUMMARY

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CITY OF PENSACOLA

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Housing Rehabilitation Loan/Grant Programs **$357,165***

Funds to rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead-based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of approximately 4 owner occupied housing units. The program is available to low- and moderate-income persons occupying their homestead residence within the corporate limits of the City of Pensacola.

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PUBLIC FACILITIES AND IMPROVEMENTS:

Neighborhood/Facility Improvement Projects **$300,000**

Funds to support neighborhood improvement projects within CDBG eligible neighborhoods or in direct support of affordable housing development. Projects may include activities that address the removal of slum and blighted conditions associated with vacant or abandoned properties; remove architectural barriers to city owned public buildings; street rehabilitation/reconstruction, including the installation of sidewalks, handicap curb cuts and related improvements; sanitary sewer and/or stormwater drainage improvements of other infrastructure improvements; park and community center improvements; and new or upgraded street lighting. Further, $100,000 from FY20 grant funds will be allocated to the activity.

PUBLIC SERVICES:

Nutritional Meal Programs **$70,000**

Funds will provide support for nutritional meal programs in partnership with a local not for profit agency for low- and moderate-income elderly and special needs residents residing within the corporate limits of the City of Pensacola.

These funds provide direct services.

Homebuyer and Foreclosure Prevention Education Program **$40,576**
Provide housing counseling to support City CDBG or HOME homeownership assistance activities, to include pre-purchase homeownership and foreclosure prevention education classes for lower income (80% or below of area median income) residents.

PROGRAM PLANNING AND ADMINISTRATION:
Grant Administration & Management **$147,435**
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2026 CDBG Grant Allocation	**$ 737,176**
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FY 2020 CDBG Grant Funds	**$ 100,000**

TOTAL 2026 CDBG PROPOSED BUDGET **$ 915,176**

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File #: 26-787 City Council 7/16/2026

PUBLIC HEARING

SPONSOR: Charles Bare, Council Member

SUBJECT:

PUBLIC HEARING REGARDING PROPOSED ORDINANCE NO. 13-26 -- TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES

RECOMMENDATION:

That City Council conduct a Public Hearing on July 16, 2026, to consider Proposed Ordinance No. 13-26 — A Temporary Moratorium on the Acceptance, Review, or Approval of Large-Scale Data Centers and Large Load Customer Facilities.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

The Public Hearing is the opportunity for City Council to take input from members of the public regarding Proposed Ordinance No. 13-26 - AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, REZONING, SITE PLANS, AND OTHER CITY APPROVALS FOR LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS.

This Ordinance, if passed, would provide staff with the opportunity to more fully evaluate and conduct due diligence regarding Large-Scale Data Centers and Large Load customer Facilities.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

7/2/2026

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No. 13-26
2. Proposed Ordinance 13-26 Business Impact Analysis Report
3. Emailing Additional Requested Info from Admin
4. Provided by Admin_LLCS Capacity Reservation Milestones and Process v.6.24.26
5. PROOF OF PUBLICATION - PUBLIC HEARING

PRESENTATION: No

PROPOSED
ORDINANCE NO. 13-26

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, REZONING, SITE PLANS, AND OTHER CITY APPROVALS FOR LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS; PROVIDING FOR AUTHORITY; PROVIDING LEGISLATIVE FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING FOR THE IMPOSITION OF TEMPORARY MORATORIUM; PROVIDING FOR DURATION OF TEMPORARY MORATORIUM; PROVIDING FOR STUDY AND EVALUATION; EXCEPTIONS; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

WHEREAS, the City Council of Pensacola, Florida, is authorized by Chapter 163, Florida Statutes, and Article VIII of the Florida Constitution to establish and administer land development regulations and to protect the health, safety, and welfare of the citizens of Pensacola; and

WHEREAS, the City of Pensacola is located within a coastal region, an area that relies heavily upon groundwater resources from the Florida Aquifer System, which has historically been subject to significant management and conservation efforts, due to saltwater intrusion risks and long-term sustainability concerns; and

WHEREAS, state and regional planning efforts emphasize the importance of careful management of groundwater withdrawals and coastal water resources to ensure long-term environmental and economic stability for coastal communities; and

WHEREAS, large-scale data centers and large-load customer facilities are known to require substantial water resources for cooling systems and substantial electrical power to support continuous computing operations, which in some cases require infrastructure demands comparable to small municipalities; and

WHEREAS, such facilities have the potential to place significant demands on regional groundwater supplies, water treatment facilities, and electrical grid capacity, particularly in rapidly growing areas; and

WHEREAS, the City Council finds that Pensacola currently lacks specific zoning provisions or developmental regulations addressing the unique operational characteristics, infrastructure requirements, and environmental considerations associated with large-scale data centers and large-load customer facilities; and

WHEREAS, the City Council finds that allowing these facilities to proceed without appropriate regulatory standards could create risks to the City's water resources, electrical infrastructure, land use planning objectives, and long-term community development strategy; and

WHEREAS, Pensacola's proximity to sensitive coastal ecosystems, wetlands, estuarine systems, and maritime forests further underscores the importance of ensuring that new forms of industrial-scale development are evaluated carefully and responsibly; and

WHEREAS, the City Council finds it necessary that a temporary, one-year moratorium is necessary and appropriate to allow City staff to study the issues and consider amendments to the Code of Ordinances, Comprehensive Plan, or Land Development Code, including time for staff review, public input, drafting, notice, hearings, adoption, and implementation of appropriate regulations; and

WHEREAS, the City Council has conducted the necessary hearings and has determined that the adoption of this Ordinance is in the best interests of the citizens of Pensacola, Florida;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Pensacola, Florida:

SECTION 1. FINDINGS AND INTENT.

The foregoing recitals are true and correct and incorporated herein by reference as findings of the City Council of the City of Pensacola. The purpose of this Ordinance is to establish a temporary, citywide pause of new applications and approvals of large-scale data centers and large-load customer facilities in order to allow the City to review and if appropriate, amend its Code of Ordinances, Comprehensive Plan, or Land Development Code to address the impact of such uses.

SECTION 2. DEFINITIONS.

For purposes of this Ordinance, the following terms shall have the meanings set forth below:

Data center: means a facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be a free-standing structure or

a facility within a larger structure, and which uses environmental control equipment to maintain proper conditions of the operation of electronic equipment.

Development regulations: means rezoning, special exception, conditional use, variance, site plan approval, development permit, building permit, construction plan approval, certificate of concurrency, capacity reservation, comprehensive plan amendment, or other City approval necessary to establish, construct, expand, or intensify a covered facility.

Large load customer facility: means a facility or use with an anticipated monthly peak electric load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval at a single location. The term includes customers or other entities that have entered into colocation or similar agreement at a single location where the aggregate anticipated monthly peak load at that location meets or exceeds 50 megawatts. A customer, applicant, owners, operator, or other entity may not separate electrical load into multiple smaller connections, meters, accounts, parcels, phases, tenants, or related facilities at a single location for the purpose of avoiding this definition.

Large-scale data center: means a single location, with a data center on site, that has an anticipated monthly peak electric load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval. The term includes customers or other entities that have entered into a colocation or similar agreement at a single location where the aggregate anticipated monthly peak load at that location meets or exceeds 50 megawatts.

Moratorium period: means the period beginning on the effective date of this Ordinance and ending one year thereafter, unless earlier terminated or extended by action of the Pensacola City Council as provided herein.

SECTION 3. TEMPORARY MORATORIUM ESTABLISHED.

A temporary moratorium is hereby imposed on the acceptance, processing, review, approval, or issuance of any application, development approval, development permit, building permit, construction plan approval, certificate of concurrency, capacity reservation, or other City approval for the establishment, construction, expansion, or intensification of any large scale data center or large-load customer facility within the city limits of Pensacola. During the moratorium period, City staff shall not accept, process, review, approve, or issue any such application or approval, except as expressly provided in this Ordinance.

SECTION 4. DURATION.

The moratorium shall commence on the effective date of this Ordinance and shall remain in effect for one year, unless earlier terminated by the Pensacola City Council. The City Council may extend the moratorium by ordinance after public hearing upon a finding that

additional time is necessary to complete the study, drafting, public review, transmittal, adoption, implementation, or legal review of Code of Ordinances, Comprehensive Plan or Land Development Code amendments addressing large-scale data centers or large load customer facilities.

SECTION 5. STUDY AND EVALUATION.

During the moratorium period, Pensacola city staff shall conduct a comprehensive review of the potential impacts associated with large-scale data center and large load customer facilities, including but not limited to:

1. Groundwater withdrawal impacts, particularly as they relate to the Floridan Aquifer and coastal aquifer management policies;
2. Water supply and wastewater treatment capacity, including potential impacts on municipal and regional water systems;
3. Electrical grid capacity and infrastructure requirements, including consultation with regional electric utilities regarding long-term demand impacts;
4. Land use compatibility, including appropriate zoning classifications and development standards for such facilities;
5. Environmental considerations, including impacts on wetlands, coastal ecosystems, agricultural lands, noise, lighting, and surrounding land uses;
6. Best practices employed by other jurisdictions in Florida and through the United States for the regulation of large-scale data centers and large-load customer facilities development.

SECTION 6. EXCEPTIONS.

This moratorium shall not apply to:

1. Ordinary repair, maintenance, or replacement of existing lawful equipment, structures, or facilities, provided such work does not increase electric load, water demand, cooling capacity, floor area, generator capacity, battery storage capacity, or fuel storage capacity so as to establish, expand, or intensify a large-scale data center or large load customer facility;
2. Interior alterations to an existing facility that do not establish, expand, or intensify a large-scale data center or large load customer facility;
3. Emergency work necessary to protect public health, safety, or welfare;
4. Permits necessary to correct unsafe conditions or code violations;
5. Government-owned public safety, emergency management, emergency communications, or critical public infrastructure facilities;
6. Developments authorized by a final, unexpired City approval and building permit issued before the effective date of this Ordinance, provided the proposed work is consistent with such approvals and does not require a material modification; and
7. Any application or approval expressly exempted by the Pensacola City Council after a finding that application of the moratorium is not necessary to protect the

public health, safety, or welfare and would not impair the purposes of this Ordinance.

SECTION 7. CONFLICTS.

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

SECTION 8. 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 provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 9. EFFECTIVE DATE.

This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 13-26 – AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, REZONING, SITE PLANS, AND OTHER CITY APPROVALS FOR LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS; PROVIDING FOR AUTHORITY; PROVIDING LEGISLATIVE FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING FOR THE IMPOSITION OF TEMPORARY MORATORIUM; PROVIDING FOR DURATION OF TEMPORARY MORATORIUM; PROVIDING FOR STUDY AND EVALUATION; EXCEPTIONS; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance imposes a temporary moratorium on the ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, REZONING, SITE PLANS, AND OTHER CITY APPROVALS FOR LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS.

2. This proposed ordinance is not anticipated to have any economic impact on currently operating for-profit businesses within the City.

3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

4. There will be no new charge or fee imposed by the proposed ordinance.

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): None

Robyn Tice

From: Don Kraher
Sent: Thursday, July 16, 2026 10:26 AM
To: Ericka Burnett; Robyn Tice
Subject: FW: Follow-up to Council: Data Center Moratorium – Regulatory Clarification and FPL Process Overview
Attachments: LLCS Capacity Reservation Milestones and Process (v.6.24.26).pdf

Sensitivity: Private

FYI.

Don Kraher
Council Executive
Office of City Council
222 W. Main Street
Pensacola, FL 32502
(850) 435-1686 – Office
(850) 384-6363 – Cell

From: Don Kraher
Sent: Thursday, July 16, 2026 10:26 AM
To: Allison Patton <APatton@cityofpensacola.com>; Jennifer Brahier <JBrahier@cityofpensacola.com>; Charles Bare <CBare@cityofpensacola.com>; Casey Jones <cjones@cityofpensacola.com>; Jared Moore <JMoore@cityofpensacola.com>; Teniade Broughton <TBroughton@cityofpensacola.com>; Delarian Wiggins <dewiggins@cityofpensacola.com>
Cc: Elaine Mager <EMager@cityofpensacola.com>; Sonja Gaines <SGaines@cityofpensacola.com>; Yvette McLellan <YMcLellan@cityofpensacola.com>
Subject: FW: Follow-up to Council: Data Center Moratorium – Regulatory Clarification and FPL Process Overview
Sensitivity: Private

Council President and Members of City Council

Based on a question posed during the Agenda Conference re Data Centers, please see the information below and attached in response.

Respectfully,

Don Kraher
Council Executive
Office of City Council
222 W. Main Street
Pensacola, FL 32502
(850) 435-1686 – Office
(850) 384-6363 – Cell

From: Clifford Collins Jr. <ClCollins@cityofpensacola.com>
Sent: Thursday, July 16, 2026 10:20 AM

To: Sherry Morris <SMorris@cityofpensacola.com>; Don Kraher <DKraher@cityofpensacola.com>
Cc: Jared Moore <JMoore@cityofpensacola.com>; David Stafford <DStafford@cityofpensacola.com>; DC Reeves <DCReeves@cityofpensacola.com>; Shannon Nickinson <SNickinson@cityofpensacola.com>; Adrianne Walker <AWalker@cityofpensacola.com>; Adam Cobb <ACobb@cityofpensacola.com>; Kia Goldsmith <KGoldsmith@cityofpensacola.com>
Subject: Follow-up to Council: Data Center Moratorium – Regulatory Clarification and FPL Process Overview
Sensitivity: Private

Don,

Following Councilmember Moore's questions at the Agenda Conference on Monday, July 13, 2026, regarding the proposed moratorium on data centers, I'm providing the information below to help clarify the regulatory framework and approval process that applies to these facilities under current law.

Electricity usage for large-scale data centers is not determined or monitored through the local permitting process. Both the power and water consumption for these facilities are governed by state statute. Senate Bill 484, which took effect July 1, 2026, requires that large data centers pay for their own cost of service to prevent those costs from being passed on to residential or small business customers. It also requires a Consumptive Use Permit (CUP) from the Water Management District. As part of CUP approval, the WMD and DEP may require the use of reclaimed water.

To move forward with a large-scale data center, an applicant would need to have already sought and obtained approval for water consumption and secured reserved capacity from FPL for its electrical needs.

FPL's process for evaluating and reserving capacity includes the attached "LLCS Capacity Reservation Milestones and Process" document. Their initial application for a facility assessment can be found here: **Facility Assessment Request**.

The FPL representative @Sherry Morris spoke with described the overall process as follows:

We typically begin with a high-level facility assessment with that facility assessment request. This step evaluates the existing infrastructure near a site and provides a preliminary, non-binding indication of capacity availability and estimated costs to serve the project.

If the project is viable, the next step is to enter our formal Large Load Capacity Reservation process, which includes an engineering/system impact study. This study is initiated through execution of a study agreement and payment of a deposit (currently $500,000). Our engineers determine available capacity, required system upgrades, project costs, and schedule.

Following completion of the study, the customer must:

- ✓ review and accept the study results
- ✓ execute the applicable agreements
- ✓ provide required payments for infrastructure (CIAC)

It is important to note that capacity is not reserved during the early stages of the process. Capacity is only secured once all milestone requirements are completed and the LLCS Service Agreement is fully executed.

From the local regulatory perspective, the City's Land Development Code does not currently address Data Centers, Large Load Customer Facilities, or Large-Scale Data Centers. These uses are of a scale and intensity such that we would consider the M-2 Heavy Industrial District as the only possible location for review. The M-2 (Heavy Industrial District) allows any use permitted in M-1 (Light Industrial District) and also states that any use not permitted in the preceding district may be allowed upon development plan review by the Planning Board and City Council.

Because the M-1 District does not list Data Centers or similar uses, approval today would require a site located in the M-2 District and would be subject to Planning Board and Council review. Any applicant seeking to locate within the City would need to submit their required state approvals as part of that review.

Please let us know if you have any questions.

Cliff

Clifford "Cliff" Collins, Jr.
Associate City Administrator
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Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

Florida Power & Light Company – Large Load Contract Service
Capacity Reservation Milestones and Process

The purpose of this document is to outline the Florida Power & Light Company ("**FPL**" or "**Company**") process, policies, and factors associated with providing generation and transmission capacity for Applicants requesting service under the proposed Large Load Contract Service ("**LLCS**") Tariffs.

PLEASE NOTE:

THIS DOCUMENT IS TO BE USED AS AN INSTRUCTIONAL GUIDE ONLY AND THE AVAILABILITY OF GENERATION AND TRANSMISSION CAPACITY TO SERVE THE APPLICANT WILL BE DEPENDENT ON THE FACTS AND CIRCUMSTANCES SPECIFIC TO THE APPLICANT'S REQUEST FOR SERVICE AND THE STATUS OF FPL'S SYSTEM.

IN NO EVENT SHALL THE COMPANY BE OBLIGATED TO PROVIDE SERVICE TO AN LLCS APPLICANT (i) UNLESS AND UNTIL THERE IS SUFFICIENT GENERATION AND TRANSMISSION CAPACITY TO PROVIDE SUCH SERVICE, OR (ii) IF PROVIDING SUCH SERVICE WOULD AFFECT THE SAFE AND ADEQUATE SERVICE OR VOLTAGE TO OTHER CUSTOMERS SERVED BY THE COMPANY.

THERE IS A FINITE AMOUNT OF GENERATION AND TRANSMISSION CAPACITY THAT MAY BECOME AVAILABLE ON FPL'S SYSTEM AT A GIVEN TIME, AND THERE ARE MULTIPLE ENTITIES REQUESTING TO BE SERVED BY THE SAME CAPACITY. AT NO POINT PRIOR TO THE COMPLETION OF THE FINAL MILESTONE OUTLINED HEREIN SHOULD THE APPLICANT OR FPL CONSIDER ANY CAPACITY ON FPL'S SYSTEM RESERVED OR OTHERWISE COMMITTED.

I. General Terms and Conditions

1. Single Location.
    a. For purposes of service under the LLCS Tariffs, a single location means a geographic area that is owned, operated, used, or leased by Applicant and/or an affiliate of Applicant, which can include a contiguous or adjacent lot to the area with the Applicant's point of delivery, and may be considered the Applicant's premises regardless of lots, easements, public throughfares, or rights-of-way.
    b. Unless otherwise determined by FPL, all service required by the Applicant at a single location shall be furnished through one primary meter at the available transmission voltage.

c. Load shall not be aggregated across multiple locations, and each location must maintain its own dedicated metering arrangement.

2. Proposed Facility.

   a. Unless otherwise mutually agreed by the Parties, the Applicant shall be responsible to acquire all Federal, state, local, and other Governmental Authority permits, licenses, or other approvals that may be required for the development of the site for the Proposed Facility and the construction, operation, and maintenance of the Proposed Facility, as well as to comply with and satisfy any conditions imposed on any such approvals.

   b. The Parties agree to collaborate and, where appropriate, assist the Applicant in obtaining all necessary approvals in an expeditious manner. Provided, however, the Applicant is solely responsible for all costs associated with the approvals required for the Proposed Facility.

3. Generation Resource(s).

   a. FPL will have sole discretion to select the resource(s) necessary and appropriate to serve the Applicant's Proposed Facility consistent with FPL's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Florida Public Service Commission.

   b. The Applicant has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by FPL to serve the Proposed Facility.

4. System Study.

   a. An engineering and system impact study ("**System Study**") is required before FPL can provide estimates for the in-service date, load ramp, total contract demand, and total costs to extend service to the Applicant.

   b. The Applicant is responsible to provide FPL with all data and information deemed necessary and appropriate by FPL to complete the System Studies.

5. In-Service Date.

   a. The in-service date, which is the date that FPL projects to install the facilities and capacity necessary to begin providing electric service to the Proposed Facility, shall not commence before the later of: (i) the date that construction of the electric facilities necessary to interconnect the Proposed Facility with the FPL system is complete; or (ii) the date which FPL has sufficient generation capacity to safely and adequately serve the Proposed Facility consistent with FPL's standard total system resource planning process.

   b. The Parties shall collaborate on identifying the projected in-service date; provided, however, that FPL has no obligation to provide service to the Proposed Facility (i) unless and until there is sufficient generation capacity to provide such service, or (ii) if providing such service would affect the safe and adequate service or voltage to other customers served by FPL.

6. Tariff and Rates.

   a. The rules, regulations, terms, and rates for providing electric service to the Proposed Facility are subject to the FPL tariff on file with the Florida Public Service Commission, as may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission.

   b. Contribution-In-Aid of Construction ("**CIAC**")

      i. The Applicant will be required to make all payments required by and calculated pursuant to the CIAC rule set forth in the Company Tariff in effect at the time of the payment. FPL's current CIAC tariff rule on file with the Florida Public Service Commission is provided as "**Appendix A**."

      ii. If the cost to extend service to the Proposed Facilities is $50 million or more, the Applicant is required to provide an upfront payment of the projects, subject to refund, consistent with FPL's CIAC tariff rule. In the event the cost to extend service to the Proposed Facilities is less than $50 million, the Applicant shall be required to enter and comply with the Performance Guaranty Agreement in FPL's tariff on file with the Florida Public Service Commission, which is provided as "**Appendix B**."

      iii. FPL has no obligation to begin any construction related activities associated with extending electric service to the Proposed Facility, including ordering or acquiring any necessary equipment, unless and until Applicant submits payment of the CIAC as required by the tariff in effect at that time.

   c. Rates for Service.

      i. The Proposed Facility will be subject to the terms and rates set forth in the applicable Rate Schedule Large LLCS-1 or Rate Schedule LLCS-2, which are provided as "**Appendix C**" and "**Appendix D**."

      ii. The Applicant understands that Applicant shall be required to enter and comply with the LLCS Service Agreement, which is provided as "**Appendix E**."

   d. Prospective Changes in Tariff and Rates

      i. The rules, regulations, terms, and rates for providing electric service to the Proposed Facility may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission.

      ii. If applicable to the Proposed Facility, any such changes approved by the Florida Public Service Commission would apply prospectively to the Proposed Facility as of the effective date of the approved change.

II. Milestones and Factors to Reserve Capacity

1. Confidentiality Agreement/Non-Disclosure Agreement ("**CA/NDA**")
    a. Each unaffiliated entity must enter a CA/NDA with FPL.
    b. Developers cannot share confidential FPL information with third parties that are not parties to the CA/NDA between FPL and the developer.

2. Capacity Reservation Milestones and Process Document ("Process Document")
    a. This Process Document and its Appendices are made available upon request and prior to the execution of the agreement for the System Study.
    b. By executing the agreement for the System Study, the Applicant acknowledges that the Process Document and its Appendices were made available and the applicant had an opportunity to review.

3. System Study
    a. A System Study is required for all LLCS interconnect requests to determine:
        i. Initial in-service date – date that FPL estimates it will be ready to begin providing electric service.
        ii. Load ramp – the load ramp that FPL can feasibly meet without impacting service to other customers.
        iii. Total contract demand – the total load that FPL can feasibly serve at the applicant's requested location.
        iv. Total costs to extend service and CIAC amount that applicant is responsible to pay.
        v. Project scope and feasibility, and technical/engineering and operational requirements.
        vi. NOTE: The costs, timing, and capacity available to interconnect FPL's system with the Applicant's site cannot be determined unless and until the system study is completed.
    b. Applicant must request a System Study for peak contract demand and load ramp at Applicant's preferred site, which includes:
        i. Execution of System Study Agreement.
        ii. Payment of deposit(s) for System Study.
        iii. System Studies are completed on first-come, first-serve basis.
        iv. A System Study typically takes approximately 6-9 months depending on complexity of project.
        v. A System Study does not officially start until a Notice of Completion is sent by FPL that confirms all data and information necessary to complete the System Study has been received from the Applicant.
        vi. Material changes in Applicant's project and timing could delay completion of the System Study and/or require a re-study and further engineering deposit(s).

c. FACTORS: The timeline and amount of generation and transmission capacity available is dependent upon multiple factors specific to each Applicant, including, but not limited to:

i. Peak contract demand requested by Applicant.

ii. Load ramp requested by Applicant.

iii. Whether Applicant's site and proposed connection point are located within one of the three regions available to be served under rate schedule LLCS-1.

iv. Proximity of Applicant's site to an existing FPL transmission line capable of serving Applicant's peak contract demand.

v. Timeline to complete any system upgrades to FPL transmission needed to serve Applicant.

vi. Timeline required to deploy any additional generation capacity to match Applicant's requested load ramp and peak contract demand.

4. Acceptance of System Study

a. The Applicant must accept the System Study results within 6 months from date of completion and issuance of the System Study results, with a one-time option to extend the acceptance period by 3 months (maximum 9 months total).

b. Steps required to accept the results of the System Study:

i. Applicant and Customer (*if different from Applicant*) executes the FPL Construction and Operating Agreement that memorializes the System Study results and timing.

ii. Applicant and/or Customer must pay in full any CIAC required under FPL's tariff and post required security for transmission and distribution costs (either Performance Guaranty Agreement or upfront payment if total project costs are more than $50 million). (See Appendices A and B)

c. Failure to timely accept by completing each of the foregoing steps, System Study becomes null and void.

i. The used portion of the deposit for the System Study shall not be refunded to the Applicant.

ii. Any renewed or new requests by Applicant/Customer to interconnect the same or similar facilities shall require deposit(s) for new System Studies.

6. Reservation of Capacity

   a. **Customer** (*not Applicant if different*) must execute the LLCS Service Agreement and post Performance Security to reserve capacity. (See MOU Appendices C-E.)

      i. LLCS Service Agreement may be executed at the time the System Study is accepted, **but no later than 45 days** from the effective date of the Construction and Operating Agreement.[1]

      ii. Performance Security required by the LLCS Service Agreement must be posted **within 5 days** from the effective date of the LLCS Service Agreement.

      iii. If not already paid, within 45 days from the effective date of the LLCS Service Agreement, Customer shall make all payments required by and calculated pursuant to the CIAC rule set forth in the FPL's FPSC-approved tariff.

   b. Failure to timely enter approved tariffs, pay CIAC, and post Performance Security shall result in:

      i. Release of generation and transmission capacity and loss of queue position.

      ii. System Study and associated Construction and Operating agreement becoming null and void.

      iii. The used portion of the deposit for the System Study shall not be refunded to the Applicant.

[1] Note: For any System Studies completed prior to December 31, 2025, the Applicant will have until September 30, 2026, to execute the LLCS Service Agreement.

APPENDIX A

FPL CIAC Tariff

11.0 INSTALLATION OF NEW OR UPGRADED FACILITIES

SECTION 11.1 GENERAL

In accordance with F.A.C. Rule 25-6.064 this tariff section applies to requests for new or upgraded facilities. Nothing herein shall alter the charges or provisions outlined in sections 10 and 13 of this tariff.

An Applicant can be any person, corporation, or entity capable of complying with the requirements of this tariff that has made a request for new or upgraded facilities in accordance with this tariff.

11.1.1 CONTRIBUTION-IN-AID OF CONSTRUCTION (CIAC)

A CIAC shall be required from Applicants requesting new or upgraded facilities prior to construction of the requested facilities based on the formulas presented below.

(a) The CIAC for new or upgraded overhead facilities ($CIAC_{OH}$) shall be calculated as follows:

$CIAC_{OH}$	=	Total estimated work order job cost of installing the facilities	-	Four years expected incremental base energy revenue	-	Four years expected incremental base demand revenue, if applicable

(i) The cost of the service drop and meter shall be excluded from the total estimated work order job cost for new overhead facilities.

(ii) The net book value and cost of removal, net of the salvage value, for existing facilities shall be included in the total estimated work order job cost for upgrades to those existing facilities.

(iii) The expected annual base energy and demand charge revenues shall be estimated for a period ending not more than 5 years after the new or upgraded facilities are placed in service.

(iv) In no instance shall the $CIAC_{OH}$ be less than zero.

(b) The CIAC for new or upgraded underground facilities ($CIAC_{UG}$) shall be calculated as follows:

$CIAC_{UG}$	=	$CIAC_{OH}$	+	Estimated difference between the cost of providing the service underground and overhead

(c) For non-governmental Applicants that require new or upgraded facilities with a total estimated cost of $50 million or more at the point of delivery, the Applicant shall be required to advance the total estimated work order job cost of installing the facilities required to provide service prior to construction of the requested facilities. The total estimated work order job cost shall be subject to refund less the required CIAC amount calculated in section 11.1.1(a) or 11.1.1(b). Upon the in-service date, the Applicant shall receive a monthly refund consisting of the applicable base energy charges and base demand charges actually incurred by the Applicant during that same monthly billing period. Such refund amount will be applied as a bill credit to the Applicant's monthly bill for a period not to exceed five (5) years from the in-service date or until the total estimated work order job cost of installing the facilities less the required CIAC has been refunded, whichever occurs first. The total amount to be refunded through bill credits shall not exceed the total estimated work order job cost of installing the facilities less the required CIAC, nor will the refund period exceed a period of five (5) years from the in-service date. Any unrefunded balance remaining five (5) years from the in-service date will become a non-refundable. If this section 11.1.1(c) is applicable, the Applicant shall not be subject to a Performance Guaranty Agreement.

11.1.2 CIAC True-Up

An Applicant may request a one-time review of a paid CIAC amount within 12 months following the in- service date of the new or upgraded facilities. Upon receiving a request, which must be in writing, the Company shall true-up the CIAC to reflect the actual construction costs and a revised estimate of base revenues. The revised estimate of base revenues shall be developed from the actual base revenues received at the time the request is made. If the true-up calculation result is different from the paid CIAC amount, the Company will either issue a refund or an invoice for this difference. This CIAC review is available only to an initial Applicant who paid the original full CIAC amount, not to any other Applicants who may be required to pay a pro-rata share as described in section 11.1.3.

(Continued on Sheet No. 6.200)

(Continued from Sheet No. 6.199)

11.1.3 Proration of CIAC

CIAC is pro-ratable if more Applicants than the Initial Applicant are expected to be served by the new or upgraded facilities ("New Facilities") within the three-year period following the in-service date. The Company shall collect the full CIAC amount from the Initial Applicant. Thereafter, the Company shall collect, and pay to the Initial Applicant, a pro-rata share of the CIAC from each additional Applicant to be served from these New Facilities until the three-year period has expired, or until the number of Applicants served by the New Facilities equals the number originally expected to be served during the three-year period, whichever comes first. Any CIAC or pro-rata share amount due from an Applicant shall be paid prior to construction. For purposes of this tariff, the New Facilities' in-service date is defined as the date on which the New Facilities are installed and service is available to the Initial Applicant, as determined by the Company.

SECTION 11.2 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR NEW CONSTRUCTION

11.2.0 Distribution System

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

11.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will constitute new construction, other than those requests covered by sections 10, 12 and 13 of this tariff. Any Applicant may submit a request as follows. Requests shall be in writing and must specify in detail the proposed facilities that the Applicant desires to be installed as underground electric distribution facilities in lieu of overhead electric distribution facilities. Upon receipt of a written request FPL will determine the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount. Where system integrity would be compromised by the delay of a system improvement due to the time allowances specified below, said time allowances shall be reduced such that all terms and conditions of this tariff must be met 30 days prior to the date that construction must begin to allow the underground facility to be completed and operable to avert a system compromise.

11.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution-in-aid-of-construction (CIAC) required for the installation of the requested underground distribution facilities in addition to any CIAC required for facilities extension, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Underground Distribution Facilities Installation Agreement. The CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Underground Distribution Facilities Installation Agreement and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

11.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of proposed trench feet for new underground electric distribution facilities to be installed by $0.75. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Underground Distribution Facilities Installation Agreement. If the request for underground electric distribution facilities involves less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

(Continued on Sheet No. 6.210)

APPENDIX B

FPL Performance Guaranty Agreement Tariff

PERFORMANCE GUARANTYAGREEMENT

FPL Work Order No. _____
_____
_____

This Performance Guaranty Agreement ("Agreement"), made this _____ day of _____20____, is by and between _____ (hereinafter "Applicant") and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, (hereinafter the"Company").

WITNESSETH:

Whereas, in connection with the property located at_____, in _____, Florida (the "Premises"), Applicant has requested that Company install electric infrastructure in order to provide electric service to the Premises;

Whereas, Applicant's estimate of the electric power needs of the Premises will require an expansion of Company's present electric system and, due to their nature, location, voltage, or other characteristics, the requested facilities are not likely to be required by other customers within five years following the requested date for the proposed system expansion;

Whereas, because of the uncertainty that Company will fully recover its investment in such infrastructure expansion should the Customer's projected load not materialize and the need to avoid placing the burden for those costs on Company's other customers; and

Whereas, Applicant is willing to provide assurance that Company will recover its investment in the expansion of Company's electric system based on Applicant's projections in the event that sufficient revenue from service to the Premises is not realized;

Now, therefore, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, Company and Applicant do hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 "Base Revenue" is the portion of electric revenue received by Company during the Performance Guaranty Period for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and taxes.

1.2 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth anniversary of the In-Service Date ("Expiration Date").

ARTICLE II - PERFORMANCE GUARANTYAMOUNT

2.1 The amount of the Performance Guaranty is the total cost of facilities to be installed to serve the Premises, as estimated by Company, less the amount of Contribution In Aid of Construction paid, if any, by the Applicant pursuant to Company's General Rules and Regulations for Electric Service.

(Continued on Sheet No. 9.947)

(Continued from Sheet No. 9.946)

= $_____ Estimated total cost of facilities to be installed to serve the Premises
- $_____ Contribution In Aid of Construction (CIAC) paid by Applicant
- $_____ Engineering Deposit if applicable
= $_____ Performance Guaranty

The Applicant shall provide the above-specified Performance Guaranty to Company prior to Company installing the facilities to ensure that the Base Revenue justifies Company's investment.

2.2 This Agreement does not apply in lieu of CIAC. Nothing in this Agreement shall be construed as prohibiting Company from collecting from Applicant a CIAC for underground service, where otherwise applicable.

2.3 The facilities to be installed to serve the Premises, together with their estimated costs, are shown on Exhibit A of this Agreement.

ARTICLE III - PAYMENT AND REFUND

3.1 At Applicant's option, the Performance Guaranty may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the end of Performance Guaranty Period, or upon termination of service by Applicant, whichever is earlier, if the Base Revenue is less than the Performance Guaranty, Applicant shall pay to Company the Performance Guaranty, less the amount of Base Revenue.

3.2 If, during the Performance Guaranty Period, Base Revenue equals or exceeds the Performance Guaranty and Applicant secured the Performance Guaranty through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or cancelled, or the amount secured by such instrument shall be reduced by the amount of the Performance Guaranty, as applicable.

3.3 If the Applicant elects to post the Performance Guaranty in cash, the Company agrees on a quarterly basis to reduce the Performance Guaranty cash balance by the amount of the previous month's Base Revenue charges and refund the same amount to Applicant, until such time the Performance Guaranty cash balance is depleted.

3.4 In the event that Company's construction of facilities shown on Exhibit A commences but is not completed due to a change in Applicant's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the effective date of this Agreement Company has been unable to complete the requested installation and provide an In-Service Date due to changes or delays in Applicant's schedule or plans, Company shall be immediately entitled to an amount of the Performance Guaranty equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, Company may elect to terminate this Agreement and the balance, if any, of the Performance Guaranty will be refunded if Applicant posted a cash Performance Guaranty.

ARTICLE IV – TERM OFAGREEMENT

The term of this Agreement shall commence on the date first above written and end on the Expiration Date, or on the date Base Revenue equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3.04.

(Continued on Sheet No. 9.948)

(Continued from Sheet No. 9.947)

ARTICLE V - FINALSETTLEMENT

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company, and any remaining balance of the Performance Guaranty that is subject to a letter of credit or surety bond shall become immediately due and payable.

ARTICLE VI - TITLE ANDOWNERSHIP

Title to and complete ownership and control over the above-referenced expansion shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

ARTICLE VII - ENTIREAGREEMENT

This Agreement supersedes all previous agreements, or representations, whether written or oral, between Company and Applicant, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.

ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Applicant shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

ARTICLE IX – SUBJECT TO FPSC RULES

This Agreement is subject to the Rules and Orders of the FPSC and to Company's Electric Tariff, including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the Regulations, the provisions of said Regulations shall control, as they are now written, or as they may be hereafter revised, amended or supplemented, and, at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances or deposits.

In Witness Whereof, Applicant and Company hereby have caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted by:

	FLORIDA POWER & LIGHT COMPANY
Applicant (Print/Type Name of Organization)	
By:_____	By:_____
Signature (Authorized Representative)	Signature (Authorized Representative)
_____	_____
(Print or Type Name)	(Print or Type Name)
Title: _____	Title: _____

Bond No. _____

Service Address (Location) _____

_____

SURETY BOND FOR PERFORMANCE
GUARANTY AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WE,_____, as Principal, and_____, a surety company authorized to do business in the State of Florida, as Surety are held and firmly bound to Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, its successors and assigns, in the amount of _____($_____), in lawful money of the United States of America for the payment of which the Principal and Surety, their heirs, executors, administrators, successors and assigns, are hereby jointly and severally bound. **This amount may be reduced according to Article III of the performance guaranty agreement, a copy of which is attached hereto and made a part hereof.**

WHEREAS, pursuant to its authorized General Rules and Regulations for Electric Service, Florida Power & Light Company requires the Principal to furnish a bond guaranteeing the satisfactory performance under the performance guaranty agreement.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly pay all amounts which may be due by Principal to Florida Power & Light Company under the above performance guaranty agreement in the Principal's name at any or all premises, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums which shall be payable or paid, the Surety shall not be liable thereunder for a larger amount, in the aggregate, than the amount of this bond, unless suit must be brought for enforcement of the within obligations in which case the Surety will also be liable for all costs in connection therewith and reasonable attorneys' fees, including costs of and attorneys' fees for appeals; and

PROVIDED FURTHER, that should the Surety so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing by certified mail-return receipt requested to Florida Power & Light Company at P.O. Box 025209, Miami, Florida 33102-5209. The notice of cancellation shall not be effective unless it includes the Principal's name and copy of attached performance guaranty agreement.

Corporate Seal of Principal

Principal:_____
General Partner: _____
(if applicable)

NOTARY SEAL/STAMP (PRINCIPAL)

By:_____Title: _____

NOTARY CERTIFICATE-PRINCIPAL SIGNATURE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____,_____by _____, and_____, ☐ who is (are) personally known to me or ☐ has (have) produced _____as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this day of_____,_____, by _____.

My Commission Expires:_____ Notary Public
Print Name:_____

Surety

Corporate Seal of Surety

By:_____
(Designated in attached Power of Attorney. If not Florida resident, countersigned below.)
Print Name:_____
Countersigned By:_____
(Florida resident agent)
Print Name:_____
Print Address:_____

NOTARY SEAL/STAMP (SURETY)

NOTARY CERTIFICATE - SURETY SIGNATURE

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____,_____by_____, and_____, ☐ who is (are) personally known to me or ☐ has (have) produced _____as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this day of_____,_____, by _____.

My Commission Expires:_____ Notary Public Print Name:_____

IRREVOCABLE BANK LETTER OF CREDIT FOR PERFORMANCE GUARANTY AGREEMENT

Date _____ Premises (Location) _____

Irrevocable Bank Letter of Credit No. _____ Amount $ _____
(NUMERICAL AMOUNT)

APPLICANT:
_____
_____
_____
Attention: _____

BENEFICIARY:
FLORIDA POWER & LIGHT COMPANY
_____
_____
Attention: _____

We hereby authorize Florida Power & Light Company to draw on us, our successor or assignee at sight at the offices

of _____ for
(FINANCIAL INSTITUTION) (STREET ADDRESS) (CITY) (STATE) (ZIP)

any sum not exceeding _____ ($ _____) in United States currency for the exclusive
(WRITTEN AMOUNT)
purpose of securing payment as outlined in the performance guaranty agreement, with Applicant Name and Address.

The draft must be presented to us accompanied by a copy of this Letter of Credit and a signed statement from you to the effect that the amount for which the draft is drawn represents amounts due and payable by _____ which are owed.
(APPLICANT NAME)

The draft must bear upon its face the clause, "Drawn under Letter of Credit No. _____
dated _____, _____, of _____ (FINANCIAL INSTITUTION)
at _____
(STREET ADDRESS) (CITY) (STATE) (ZIP CODE)

You may draw up to the above amount in one or more drafts.

TO OUR KNOWLEDGE, NONE OF THE FOLLOWING ENTITY CONDITIONS EXIST BETWEEN PARTIES OF THIS DOCUMENT:

A) An ownership relationship exists between parties.
B) Parties are owned by a common entity.
C) Parties share ownership of another entity.

NOTE: In the case of a corporation, "ownership" shall mean a ten percent or greater interest in the voting stock of the corporation.

We hereby agree that the draft drawn in compliance with the terms of this Letter of Credit will be duly honored upon presentation.

THIS LETTER OF CREDIT IS IRREVOCABLE and is governed by International Standby Practices ISP98, International Chamber of Commerce Publication No. 590, or such subsequent publication as may be in effect on the date of issuance of this letter of credit ("ISP98") and, as to matters not expressly covered by ISP98, shall be governed by and construed in accordance with the laws of the State of Florida.

We engage with you that all Drafts drawn under and in compliance with the terms of this Letter of Credit will be honored if presented on or before [one year from the date of insurance]. However, it is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least ninety (90) days prior to any such expiration date we shall notify you in writing, certified mail return receipt requested, that we elect not to consider this Letter of Credit extended for any such additional period.

Very truly yours,

_____

NOTE: Copy of Performance Guaranty Agreement is to be attached.

By: _____

Print
Name: _____
Title: _____

IRREVOCABLE BANK LETTER OF CREDIT
EVIDENCE OF AUTHORITY

Date _____

This document is to certify that _____,
(OFFICER OR AGENT SIGNING LETTER OF CREDIT)

_____ has the necessary authority to execute the
(TITLE OF OFFICER OR AGENT)

$_____ Irrevocable Bank Letter of Credit Number _____,
(NUMERICAL AMOUNT)

issued _____ for the benefit of Florida Power & Light Company and
(DATE OF PREPARATION)

for the account(s) of _____
(CUSTOMER'S NAME)

for _____.
(NAME OF BANK EXECUTING LETTER OF CREDIT)

Bank: _____
(Print Name of Bank)

Corporate Seal

By: _____

_____
(Print Name of Bank Official)

Title: _____

APPENDIX C
FPL LLCS-1 Tariff

LARGE-LOAD CONTRACT SERVICE-1

RATE SCHEDULE: LLCS-1

AVAILABLE:

Service under this schedule is only available for certain zones within the Company's service area in the vicinity of Sunbreak in St. Lucie County, Tesoro in Martin County, and Sugar in Palm Beach County. Each zone must be in proximity to the Company's existing 500 kV transmission facilities and in areas suitable for the incremental generation and transmission capacity necessary to serve prospective new or incremental large load while ensuring the continued reliable operation of the transmission grid.

APPLICATION:

For service required for general service power and any other purpose to any Customer who: (i) has projected new or incremental load of 50 MW or more at a Single Location; and (ii) has a projected Load Factor of 85% or more at a Single Location.

Service under this schedule shall apply to all new or incremental load with an In-Service Date on or after the effective date of this schedule up to a class combined total load of 3 GW. Total combined load eligible to be served under this schedule shall not exceed 3 GW. This schedule shall be closed to new or incremental load at the time the total combined 3 GW load cap becomes fully subscribed.

SERVICE:

Service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

All service required by the Customer at a Single Location shall be furnished through primary metering at the available transmission voltage at the interconnecting transmission substation(s). Each Single Location shall maintain its own dedicated metering arrangement. Load shall not be aggregated across multiple locations for purposes of applying the LLCS Tariff to a customer.

The Company will furnish service consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

Resale of service is not permitted hereunder.

MONTHLY RATE:*

Base Charge:	$669.00
Demand Charges:	
Base Demand Charge	$14.61 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	0.758¢ per kWh
Incremental Generation Charge:	$11.67 per kW of Demand

Additional Charges:
See Billing Adjustment section, Sheet No. 8.030, for additional applicable charges.

*All rates shown herein are subject to change in a subsequent rate proceeding(s) based on the type, characteristics, size, location, and in-service date(s) of the facilities and generation resource(s) installed to serve the load under this schedule.

(Continued on Sheet No. 8.951)

(Continued from Sheet No. 8.850)

Minimum:

Customer will have no more than the Load Ramp Period to reach full contract demand, during which time the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand of no less than 70% of the Customer's Load Ramp Demand; and (v) Incremental Generation Charge based on the Customer's Load Ramp Demand.

After the Load Ramp Period, the minimum monthly bill will be the sum of:(i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand greater than (a) 70% of the Customer's Contract Demand or (b) the Customer's highest previously established monthly billing Demand during the past 11 months; and (v) an Incremental Generation Charge based on the Customer's Contract Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

GENERATION RESOURCE:

Company will have sole discretion to select the resource(s) necessary and appropriate to serve all load under this schedule consistent with the Company's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Florida Public Service Commission.

Customer has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by the Company to serve Customer's load under this schedule.

Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits (RECs) from Company to the extent such RECs are available. Any such purchases shall be separately contracted between Customer and Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to both Customer and Company.

TERM OF SERVICE:

Minimum Term:

Not less than 20 years from the In-Service Date, including the Load Ramp Period. After the Minimum Term, service under this schedule shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions below.

Notice and Termination:

Customer must provide notice at least two years in advance of terminating service. In such event, service under this schedule will automatically terminate on the date following the second annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to charges for early termination as provided below.

The Company may terminate service under this schedule at any time if the Customer materially breaches the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission. Prior to any such termination, the Company shall notify the Customer in writing at least 90 days in advance and describe the existence and nature of such alleged breach. The Company may then terminate service under this schedule at the end of the 90-day notice period; provided, however, that if such breach is not reasonably capable of being cured within such 90-day period, then Customer will have additional time (not exceeding an additional thirty 30 days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure.

(Continued on Sheet No. 8.952)

(Continued from Sheet No. 8.951)

CHARGES FOR EARLY TERMINATION:

In the events of (i) the Customer terminates service prior to the end of the Minimum Term, (ii) the Company terminates for Customer's material breach of the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission, or (iii) the Customer fails to provide notice at least two years in advance of terminating service, the Customer shall be responsible for payment of any applicable termination charges as set forth in the LLCS Service Agreement.

RULES AND REGULATIONS:

Customer taking service under this schedule shall enter into the LLCS Service Agreement on file with the Florida Public Service Commission. As a prerequisite to entering the LLCS Service Agreement, the Customer must (i) pay for the Company to undertake system impact and engineering studies ("System Studies"), as applicable, associated with interconnecting and serving the Customer's Contract Demand, and (ii) the Customer must accept the results of those System Studies by executing a Construction and Operating Agreement with the Company and paying any Contribution-In-Aid of Construction (CIAC) required by the tariff in effect at the time of payment.

In-Service Date shall be the date that Company has installed the facilities and capacity necessary to begin providing electric service to the Customer as set forth in the LLCS Service Agreement.

Contract Demand shall be the Customer's maximum peak load requirement at a Single Location as set forth and mutually agreed to in the LLCS Service Agreement.

The projected Load Factor shall be determined by the Company pursuant to the Company's tariff on file with the Florida Public Service Commission.

Load Ramp Demand shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period as set forth and mutually agreed to in the LLCS Service Agreement.

Load Ramp Period shall be the time from the In-Service Date until Customer reaches full Contract Demand, which period shall be mutually agreed to and set forth in the LLCS Service Agreement.

For purposes of this schedule, a Single Location means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or its affiliate, which can include a contiguous or adjacent lot to the area with the Customer's point of delivery, and may be considered the Customer's premises regardless of lots, easements, public thoroughfares, or rights-of-way.

Contribution-In-Aid of Construction (CIAC): Customer will be responsible for the payment of a CIAC for the costs associated with extending electric service to the Customer under this schedule, which amount shall be calculated pursuant to the CIAC rule set forth in FPL's tariff on file with the Florida Public Service Commission.

Customers that meet the applicability requirements of this schedule are not eligible for service under Economic Development Riders, Load Control Riders, the Commercial/Industrial Service Rider (CISR), Standby and Supplemental Service (SST-1), or Interruptible Standby and Supplemental Service (ISST-1).

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the Company's currently effective tariff on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said tariff the provision of this schedule shall apply.

This schedule, including the Monthly Rate components, as well as the Company's tariff on file with the Florida Public Service Commission, may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission. Upon their effective date, any such changes approved by the Florida Public Service Commission shall apply prospectively to all existing and new customers taking service under this schedule.

APPENDIX D
FPL LLCS-2 Tariff

LARGE-LOAD CONTRACT SERVICE-2

RATE SCHEDULE: LLCS-2

AVAILABLE:

Service under this schedule is available in all areas not served under Rate Schedule LLCS-1.

APPLICATION:

For service required for general service power and any other purpose to any Customer who: (i) has projected new or incremental load of 50 MW or more at a Single Location; and (ii) has a projected Load Factor of 85% or more at a Single Location.

Service under this schedule shall apply to all new or incremental load with an In-Service Date on or after the effective date of this schedule.

Service under this schedule is limited to the Company's available capacity based on the estimated In-Service Date.

SERVICE:

Service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

All service required by the Customer at a Single Location shall be furnished through primary metering at the available transmission voltage at the interconnecting transmission substation(s). Each Single Location shall maintain its own dedicated metering arrangement. Load shall not be aggregated across multiple locations for purposes of applying the LLCS Tariff to a customer.

The Company will furnish service consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

Resale of service is not permitted hereunder.

MONTHLY RATE:*

Base Charge:	$669.00
Demand Charges:	
Base Demand Charge	$4.08 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	0.758¢ per kWh

Incremental Generation Charge:

The Incremental Generation Charge shall be calculated as follows:

LLCS-2 customer's applicable share of generation capacity and transmission interconnection revenue requirements where:

Installed generation capacity and generation transmission interconnection revenue requirements = Operating Expenses + Property Taxes and Insurance + Depreciation + Interest Expense + Return on Rate Base + Income Taxes + Tax Credits

(Continued on Sheet No. 8.954)

(Continued from Sheet No. 8.953)

Additional Charges:
See Billing Adjustment section, Sheet No. 8.030, for additional applicable charges.

*All rates shown herein are subject to change in a subsequent rate proceeding(s) based on the type, characteristics, size, location, and in-service date(s) of the facilities and generation resource(s) installed to serve the load under this schedule.

Minimum:
Customer will have no more than the Load Ramp Period to reach full contract demand, during which time the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand of no less than 70% of the Customer's Load Ramp Demand; and (v) Incremental Generation Charge based on the Customer's Load Ramp Demand.

After the Load Ramp Period, the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand greater than (a) 70% of the Customer's Contract Demand or (b) the Customer's highest previously established monthly billing Demand during the past 11 months; and (v) an Incremental Generation Charge based on the Customer's Contract Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

GENERATION RESOURCE:

Company will have sole discretion to select the resource(s) necessary and appropriate to serve all load under this schedule consistent with the Company's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Florida Public Service Commission.

Customer has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by the Company to serve Customer's load under this schedule.

Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits (RECs) from Company to the extent such RECs are available. Any such purchases shall be separately contracted between Customer and Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to both Customer and Company.

TERM OF SERVICE:

Minimum Term:
Not less than 20 years from the In-Service Date, including the Load Ramp Period. After the Minimum Term, service under this schedule shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions below.

Notice and Termination:
Customer must provide notice at least two years in advance of terminating service. In such event, service under this schedule will automatically terminate on the date following the second annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to charges for early termination as provided below.

(Continued on Sheet No. 8.955)

(Continued from Sheet No. 8.954)

The Company may terminate service under this schedule at any time if the Customer materially breaches the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission. Prior to any such termination, the Company shall notify the Customer in writing at least 90 days in advance and describe the existence and nature of such alleged breach. The Company may then terminate service under this schedule at the end of the 90-day notice period; provided, however, that if such breach is not reasonably capable of being cured within such 90-day period, then Customer will have additional time (not exceeding an additional thirty 30 days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure.

CHARGES FOR EARLY TERMINATION:

In the events of (i) the Customer terminates service prior to the end of the Minimum Term, (ii) the Company terminates for Customer's material breach of the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission, or (iii) the Customer fails to provide notice at least two years in advance of terminating service, the Customer shall be responsible for payment of any applicable termination charges as set forth in the LLCS Service Agreement.

RULES AND REGULATIONS:

Customer taking service under this schedule shall enter into the LLCS Service Agreement on file with the Florida Public Service Commission. As a prerequisite to entering the LLCS Service Agreement, the Customer must (i) pay for the Company to undertake system impact and engineering studies ("System Studies"), as applicable, associated with interconnecting and serving the Customer's Contract Demand, and (ii) the Customer must accept the results of those System Studies by executing a Construction and Operating Agreement with the Company and paying any Contribution-In-Aid of Construction (CIAC) required by the tariff in effect at the time of payment.

In-Service Date shall be the date that Company has installed the facilities and capacity necessary to begin providing electric service to the Customer as set forth in the LLCS Service Agreement.

Contract Demand shall be the Customer's maximum peak load requirement at a Single Location as set forth and mutually agreed to in the LLCS Service Agreement.

The projected Load Factor shall be determined by the Company pursuant to the Company's tariff on file with the Florida Public Service Commission.

Load Ramp Demand shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period as set forth and mutually agreed to in the LLCS Service Agreement.

Load Ramp Period shall be the time from the In-Service Date until Customer reaches full Contract Demand, which period shall be mutually agreed to and set forth in the LLCS Service Agreement.

For purposes of this schedule, a Single Location means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or its affiliate, which can include a contiguous or adjacent lot to the area with the Customer's point of delivery, and may be considered the Customer's premises regardless of lots, easements, public thoroughfares, or rights- of-way.

Contribution-In-Aid of Construction (CIAC): Customer will be responsible for the payment of a CIAC for the costs associated with extending electric service to the Customer under this schedule, which amount shall be calculated pursuant to the CIAC rule set forth in FPL's tariff on file with the Public Service Commission.

(Continued on Sheet No. 8.956)

(Continued from Sheet No. 8.955)

Customers that meet the applicability requirements of this schedule are not eligible for service under Economic Development Riders, Load Control Riders, the Commercial/Industrial Service Rider (CISR), Standby and Supplemental Service (SST-1), or Interruptible Standby and Supplemental Service (ISST-1).

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the Company's currently effective tariff on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said tariff the provision of this schedule shall apply.

This schedule, including the Monthly Rate components, as well as the Company's tariff on file with the Florida Public Service Commission, may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission. Upon their effective date, any such changes approved by the Florida Public Service Commission shall apply prospectively to all existing and new customers taking service under this schedule.

APPENDIX E
FPL LLCS Service Agreement Tariff

LLCS SERVICE AGREEMENT

This LLCS Service Agreement ("**Agreement**") is made and entered into as of this_____day of_____, _____(the "**Effective Date**") by and between_____("**Customer**") and Florida Power & Light Company ("**Company**"). Company and Customer are hereinafter each referred to individually as a "**Party**" and together as the "**Parties**."

WITNESSETH

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto ("**Commission**");

WHEREAS, the Customer is_____;

WHEREAS, the Customer seeks retail electric service for a proposed facility projected to have new or incremental load of 50 MW or more at a Single Location and a projected Load Factor of 85% or more at a Single Location (hereinafter, "**Customer Facility**");

WHEREAS, Customer has provided a deposit(s) to Company for purposes of undertaking and completing system impact and engineering studies ("**System Studies**"), as applicable, associated with interconnecting and serving the Customer Facility; and

WHEREAS, the Customer Facility is required to receive electric service under the Company's Rate Schedule LLCS-[1 or 2].

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Company and Customer agree as follows:

AGREEMENT

1. General Provisions.

1.1. The foregoing recitals are true and correct, form a material part of this Agreement upon which the Parties relied, and are hereby incorporated by reference into this Agreement.

1.2. Rules of Construction. For purposes of this Agreement, (i) terms defined in the singular include the plural and vice versa, and terms used in the masculine include the feminine and neuter and vice versa; (ii) references to "Articles," "Sections," "Exhibits," and "Attachments" are to articles or sections of, or exhibits or attachments to, this Agreement; (iii) all references to a particular entity include that entity's successors and permitted assigns; (iv) the words "herein," "hereof," and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection; (v) all accounting terms not specifically defined in this Agreement are to be construed in accordance with generally accepted accounting principles in the United States, consistently applied; (vi) references to this Agreement include the appendices, Exhibits, Attachments, annexes, schedules, and other attachments to this Agreement, as the same may be amended, supplemented, replaced, restated, or otherwise modified from time to time; (vii) references to any agreement or form mean such agreement or form as may be amended, restated, supplemented, or otherwise modified from time to time; (viii) the word "including," when used in this Agreement, means including without limitation; (ix) references to "Dollars" and the symbol "$" mean U.S. Dollars; (x) references to any Governmental Authority include any successor to its applicable functions; and (xi) references to any Applicable Law include any amendments, successor, or replacement thereto. Other terms used in this Agreement but not so defined will have meanings as commonly used in the English language and, where applicable, in Prudent Utility

(Continued on Sheet No. 9.961)

(Continued from Sheet No. 9.960)

Practice. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

1.3. Good Faith and Fair Dealing. The Parties will act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (a) where the consent, approval, or similar action is required by a Party, such consent or approval will not be unreasonably withheld, conditioned, or delayed; and (b) wherever a Party has the right to determine, require, specify, or take similar action with respect to a matter, such determination, requirement, specification, or similar action will be reasonable.

1.4. Other Agreements and Rights.

1.4.1. In the event Customer enters into any agreements with Company or an Affiliate of Company in addition to this Agreement, the Parties acknowledge and agree that such agreements will be deemed to be separate and free-standing contracts that do not alter the terms of this Agreement except to the extent specified therein, nor will the terms of this Agreement be deemed to alter the terms of any other contract between the Company or Affiliate of Company and Customer.

1.4.2. This Agreement will apply to interconnections of and electric service to load located on Customer's side of the Point of Delivery.

1.4.3. This Agreement is not applicable to, and does not provide for the interconnection or delivery of, back-up or alternative generation located on the Customer's side of the Point of Delivery that serves the Customer Facility (such generation, "**Behind the Meter Generation**"). Except as necessary to prevent damage to the Company Facilities or the Company System, under no circumstances including during an Emergency, will Behind the Meter Generation be delivered to and injected into the Company System unless otherwise mutually agreed to by separate agreement between Company and Customer consistent with all Applicable Law and the Company Tariff.

2. Definitions.

2.1. "**Affiliate**" means with respect to a corporation, partnership, or other entity, each such other corporation, partnership, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership, or other entity.

2.2. "**Applicable Law**" means all duly promulgated applicable federal, state, and local laws, statutes, treaties, codes, ordinances, regulations, rules, certificates, decrees, judgments, directives, or judicial or administrative orders, permits, and other duly authorized actions of any Governmental Authority having jurisdiction over a Party or the Parties, as applicable, their respective facilities and/or the respective services they provide.

2.3. "**Behind the Meter Generation**" has the meaning set forth in Section 1.4.3.

2.4. "**Business Day**" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

2.5. "**Change of Control**" means (i) any transfer, assignment or acquisition of the ownership, of more than fifty percent (50%) of the equity of, or any other ownership interest in, a Party to a Person that was not an Affiliate of the Party immediately prior to such transfer, assignment, or acquisition, or (ii) a change in the direct or indirect ownership of a Party such that upon the occurrence of such change, one or more Persons that were not Affiliates of such Party immediately prior to such change have the power, right or authority to direct, or cause the direction of, the management and policies of such Party.

2.6. "**CIAC Payments**" has the meaning set forth in Section 12.

2.7. "**Commercially Reasonable**" or "**Commercially Reasonable Efforts**" means, with respect to any action to be taken or attempted by a Party under this Agreement, the level of effort in light of the facts known to such Party at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action at a reasonable cost; (b) is consistent with Prudent Utility Practices; and (c) takes into consideration the amount of advance notice required to take such action, the duration and type of action, and the competitive environment in which such action occurs.

2.8. "**Commission**" has the meaning set forth in the preamble of this Agreement.

(Continued on Sheet No. 9.962)

(Continued from Sheet No. 9.961)

2.9. "**Company**" has the meaning set forth in the preamble of this Agreement.

2.10. "**Company Entities**" means the officers, directors, employees, agents, and Affiliates of the Company.

2.11. "**Company Facilities**" means the transmission voltage equipment, apparatus, and devices owned by Company for purposes of providing retail electric service at transmission voltage and for interconnection to the Customer Facilities at the Point of Delivery, and Company's metering, relays, electric energy collection network, and generation control equipment.

2.12. "**Company System**" means (a) the Company's transmission system; (b) the Company's distribution system; and (c) the Company's generation resources and assets; and (d) the Company Facilities.

2.13. "**Company Tariff**" shall mean the Company's tariff on file with the Commission, and as may be amended, updated, or revised from time-to-time subject to and upon approval by the Commission.

2.14. "**Confidentiality Agreement**" has the meaning set forth in Section 24.1.

2.15. "**Contract Demand**" shall be the Customer's maximum peak load requirement at a Single Location, as specified in Section 8.2.

2.16. "**Credit Requirements**" means, with respect to a Person, that such Person's credit rating by a nationally recognized Rating Agency is equal to or greater than BBB, or if such Person is not rated by a Ratings Agency, the equivalent credit rating as determined through Company's internal rating system.

2.17. "**Customer**" has the meaning set forth in the preamble of this Agreement.

2.18. "**Customer Electrical Equipment**" means all the electrical equipment, facilities, and apparatus owned by the Customer for purposes of receiving retail electric service from the Company at the Point of Delivery.

2.19. "**Customer Facility**" has the meaning set forth in the preamble of this Agreement, and as further described in Section 8.

2.20. "**Customer Parent Company**" means _____.

2.21. **"Effective Date"** has the meaning set forth in the preamble of this Agreement.

2.22. **"Emergency"** means a condition or situation that in the reasonable, good faith determination of the affected Party based on Prudent Utility Practice contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property, or the environment.

2.23. "**Event of Default**" has the meaning set forth in Section 20.1.

2.24. "**Exit Fee**" has the meaning set forth in Sections 4.3.2 and 4.3.3.

2.25. "**Facility Lender**" means any Person lending money or extending credit to the Customer in connection with the development, construction, operation, or maintenance of the Customer Facility, including any refinancing thereof.

2.26. "**FPL Construction and Operating Agreement**" means the agreement required to accept and memorialize the results of the System Studies as set forth in Section 5 and the Parties' respective construction, ownership, operation, and management responsibilities.

2.27. "**Force Majeure Event**" has the meaning set forth in Section 16.2.

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2.28. "**Governmental Authority**" means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other Governmental Authority having jurisdiction over the Parties, their respective facilities, or the respective services that they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Customer, the Company, or any Affiliate thereof.

2.29. "**Incremental Generation Charge**" has the meaning set forth in the Rate Schedule LLCS-[1 or 2] in the Company Tariff.

2.30. "**In-Service Date**" has the meaning set forth in Section 10.

2.31. "**Letter of Credit**" means an irrevocable standby letter of credit issued by a Qualified Issuer substantially in the form attached as Appendix E.

2.32. "**LLCS**" means Large Load Contract Service.

2.33. "**Load Factor**" shall be the load factor projected for the Customer Facility as determined by the Company pursuant to the Company Tariff.

2.34. "**Load Ramp Demand**" shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period.

2.35. "**Load Ramp Period**" shall be the time from the In-Service Date until Customer reaches full Contract Demand, as set forth in Section 8.4.

2.36. "**Losses**" has the meaning set forth in Section 18.1.

2.37. "**Net Present Value**" means the sum of the monthly payments, discounted at the Company's average midpoint cost of capital. The cost of capital is filed monthly with the Commission as part of the Company's Rate of Return Surveillance Report, Schedule 4. The monthly discount rate shall be calculated as the annual rate per Schedule 4, divided by 12 months.

2.38. "**Parent Company Guaranty**" has the meaning set forth in Section 11.2.

2.39. "**Performance Security**" means cash, a Letter of Credit, Surety Bond, or a Parent Company Guaranty.

2.40. "**Person**" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity.

2.41. "**Point of Delivery**" means the physical point or points at which the Customer Electrical Equipment interconnects with the Company Facilities, as determined in the System Studies.

2.42. "**Premises**" has the meaning set forth in Section 8.1.

2.43. "**Prudent Utility Practice**" means any of the practices, methods, standards, and acts engaged in or approved by a significant portion of the applicable segment of the electric utility industry during the relevant time period, or any of the practices, methods, standards, and acts which, in the exercise of Commercially Reasonable judgment, in light of the facts known (or reasonably should have been known) at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with Applicable Law, permits, codes, standards, equipment manufacturer's recommendations, good business practices, reliability, safety, environmental protection, economy, and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to those practices, methods, standards, and acts generally acceptable or approved in the region.

2.44. "**Qualified Issuer**" means a U.S. commercial bank or a U.S. branch office of a foreign bank that has (i) a Credit Rating of "A-" or better by S&P, "A3" or better by Moody's and (ii) assets of at least $10,000,000,000. If such rating is equivalent to A-/A3, such Qualified Issuer must not be on credit watch or have a negative outlook by any rating agency.

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2.45. "**Rate Schedule LLCS-[1 or 2]"** shall mean the Rate Schedule LLCS-[1 or 2] in the Company Tariff.

2.46. "**Rating Agency**" means any of S&P Global Ratings, a division of S&P Global Inc. and Moody's Investors Service, Inc., or their respective successors.

2.47. "**RECs**" has the meaning set forth in Section 7.3.

2.48. "**Reliability Standards**" means mandatory reliability standards adopted by the North American Electric Reliability Corporation, Federal Energy Regulatory Commission, or the Commission, and any successor entities, as amended from time to time, applicable to the facilities owned, and/or operated by Customer and Company, respectively.

2.49. "**Security Amount**" has the meaning set forth in Section 11. The Security Amount will be calculated based on the Incremental Generation Charges in effect at the time this Agreement is executed by the Customer as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

2.50. "**Security Term**" has the meaning set forth in Section 11.1.

2.51. "**Single Location**" means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or an Affiliate of Customer, which can include a contiguous or adjacent lot to the area with the Customer's Point of Delivery, and may be considered the Customer's Premises regardless of lots, easements, public thoroughfares, or rights-of-way.

2.52. "**System Studies**" are the required engineering and system impact studies to be completed by the Company to determine the investments and upgrades necessary to the Company System in order to interconnect and safely provide reasonably adequate retail electric service with respect to the Contract Demand associated with the Customer Facility. The System Studies are required for all LLCS interconnect requests to determine: (i) project scope and feasibility, and technical/engineering and operational requirements; (ii) capacity availability, including amount and timing; (iii) expected timeline to interconnect Customer Facility to the Company System; and (iv) estimate of costs to interconnect Customer Facility to the Company's System.

2.53. "**Termination Period**" shall have the meaning set for in Section 20.2.1.

2.54. "**Term**" means the Minimum Term, plus any extensions thereto pursuant to Section 4.1.2.

3. Documents Included.

3.1. This Agreement consists of this document and the following appendices which are attached hereto, and which are specifically incorporated herein and made a part hereof by this reference:

Appendix A	Load Ramp Demand and Load Ramp Period
Appendix B	Parent Company Guaranty
Appendix C	Current Rate Schedule LLCS-[1 or 2]
Appendix D	Notices
Appendix E	Form Irrevocable Standby Letter of Credit

4. Term and Termination.

4.1. Minimum Term:

4.1.1. Pursuant to Rate Schedule LLCS-[1 or 2], the Minimum Term shall be from the In-Service Date through and including the twentieth (20th) anniversary of the In-Service Date.

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4.1.2. After the Minimum Term, electric service under this Agreement shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions in Section 4.2.1.

4.2. Notice and Termination:

4.2.1. The Customer must provide notice in accordance with Section 15 at least two (2) years in advance of terminating service. In such event, service under this Agreement will terminate automatically on the date following the second (2nd) annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to an early termination fee as set forth in Section 4.3.

4.2.2. The Company may terminate service under this Agreement at any time due to a Customer Event of Default pursuant to Section 20.2.

4.3. Early Termination.

4.3.1. In the event the Customer terminates this Agreement prior to the In-Service Date, the Customer shall be responsible for payment of all costs incurred by the Company under this Agreement as of the date of the Customer's termination.

4.3.2. In the event (i) the Customer terminates this Agreement after the In-Service Date and prior to the end of the Minimum Term, (ii) the Customer terminates pursuant to Section 16.6, or (iii) the Company terminates this Agreement pursuant to Section 4.2.2, then the Customer shall be responsible for payment of an "Exit Fee" equal to the Net Present Value of the accelerated payment of the total Incremental Generation Charges, absent the termination, would have been paid by the Customer over the remaining balance of the Minimum Term. For purposes of this Section 4.3.2, the Exit Fee will be calculated based on the Incremental Generation Charges in effect at the time of the termination as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

4.3.3. In the event the Customer terminates this Agreement after the In-Service Date, but fails to provide the Company with at least two (2) years' advance written notice in accordance with Section 4.2.1, the Customer shall be responsible for payment of an Exit Fee equal to the Net Present Value of the accelerated payment of the total Incremental Generation Charges that (i) would have been paid by the Customer over the two (2) year notice period, or (ii) would, absent the termination, have been paid by the Customer over the remaining balance of the Minimum Term, whichever is longer. For purposes of this Section 4.3.3, the Exit Fee will be calculated based on the Incremental Generation Charges in effect at the time of the termination as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

4.4. Survival.

4.4.1. In addition to any other provisions of this Agreement that, by their terms, survive the termination of this Agreement, the following rights, obligations, or provisions survive the termination of this Agreement: (i) obligations of a Party to the other Party to pay any amounts or to perform any duties or obligations that accrued or arose prior to, that directly resulted from, or that contemplate performance following, the termination of this Agreement; (ii) Section 4.3; (iii) Section 15; (iv) Section 18 (which survive through the conclusion of the statute of limitations period applicable to any potential third-party claim or the resolution of any then outstanding third party claim, if later); (v) Section 22; (vi) Section 23; and Section 24.5.

5. System Studies. The effectiveness of this Agreement is conditioned on:

5.1. The Customer making the deposit(s) required for the Company to undertake and complete the System Studies.

5.2. The Company having provided the System Studies to the Customer on_____day of _____.

5.3. The Customer timely accepting and agreeing to the results of such the System Studies by executing an "FPL Construction and Operating Agreement" and paying any required CIAC Payments pursuant to Section 12.

6. Service.

(Continued on Sheet No. 9.966)

(Continued from Sheet No. 9.965)

6.1. Unless otherwise determined by the Company, all electric service provided by the Company for the Customer Facility shall be furnished through one primary meter at the available transmission voltage.

6.2. Unless otherwise determined by the Company, all service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher.

6.3. Interruption of Service.

6.3.1. The Company will use Prudent Utility Practice to furnish electric service consistent with the Company Tariff.

6.3.2. The Parties agree that interruptions or partial interruptions may occur or electric service may be curtailed, become irregular, or fail as a result of a variety of events and circumstances, including: (i) a Force Majeure Event; (ii) fuel or capacity shortages; (iii) breakdown or damage to the Company's generation, transmission, or distribution facilities; (iv) repairs or changes in the Company generation, transmission, or distribution facilities; (v) events of an emergency or as necessary to maintain the safety and integrity of the Company System; and (vi) ordinary negligence of the Company's employees, servants, or agents. In any such case, the Company will not be liable for any damages whatsoever, including loss of revenues or production.

6.3.3. If the Company interrupts or partially interrupts service to Customer through automated or manual action due to an emergency event or as necessary to maintain the safety and integrity of the Company System in accordance with Section 6.3.2, Company will provide notice to Customer in accordance with Section 9.10. In any such event, Customer shall not reconnect or restore service with the Company System, either manually or through auto-restoration type of devices on the Customer Electric Equipment or by electrical bypass, unless and until notified by the Company.

6.3.4. If the Customer interrupts or partially interrupts load being served by the Company through automated or manual action due to an emergency event or as necessary to maintain the safety and integrity of the Customer's equipment, Customer will provide notice to Company in accordance with Section 9.10. In any such event, Customer shall not restore load back onto the Company System, unless and until coordinated with the Company.

6.3.5. In the event the Customer Facility's reliability requirements exceed those provided by the Company in accordance with the Company Tariff, then Customer must advise the Company and install or contract for additional facilities with increased resiliency and reliability as may be required; provided, the Company will not, under any circumstances, be required to provide one hundred percent (100%) reliability or uninterrupted electric service. The Customer requesting facilities that are not usual and customary may be required to pay a contribution in aid of construction based on the incremental cost of the requested facilities.

7. Generation Resource(s).

7.1. The Company, in its sole discretion, will select the resource(s) that will serve the Contract Demand in a manner consistent with the Company's total system resource planning processes and the applicable Ten-Year Site Plan approved by the Commission.

7.2. The Customer has no right or entitlement to select the type, characteristics, size, or location of the Company System, including the generation resource(s) to be used by the Company to serve the Contract Demand or Customer Facility under this Agreement.

7.3. The Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits ("RECs") from the Company to the extent such RECs are available. Any such purchases shall be separately contracted between the Customer and the Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to the Customer and the Company.

8. Customer Facility.

8.1. The Customer Facility is located at a Single Location with the following service location

_____ _____("Premises").

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8.2. The Parties agree that the maximum Contract Demand with respect to the Customer Facility shall not exceed _____MW. Customer shall not add or install additional load to the Customer Facility at the Premises above the Contract Demand without Company's prior written approval and without first having provided a deposit(s) to the Company for purposes of undertaking and completing the System Studies, as applicable, associated with interconnecting and serving such additional load and, if applicable, entering into a new LLCS Service Agreement and satisfying any other requirements the Company may reasonably request.

8.3. The Parties agree that the Load Factor for the Customer Facility is projected to be 85% or more.

8.4. The Parties agree to the Load Ramp Demand and Load Ramp Period for the Customer Facility as set forth in Appendix A.

9. Construction, Ownership, Operation, and Management of Electrical Facilities.

9.1. In the System Studies and the FPL Construction and Operating Agreement, the Parties have identified certain equipment that must be designed, engineered, procured, permitted, constructed, owned, operated, and maintained in order that the Company can deliver and the Customer can accept retail electric service at transmission voltage for the Customer Facility at the Premises.

9.2. Unless otherwise mutually agreed by the Parties, the Customer shall be responsible to acquire all Federal, state, local, and other Governmental Authority permits, licenses, or other approvals that may be required for the development of the site for the Customer Facility and the construction, operation, and maintenance of the Customer Facility, as well as to comply with and satisfy any conditions imposed on any such approvals. For the avoidance of doubt, this Section 9.2 shall include approvals necessary for the benefit or on behalf of any Company Facilities to be located and constructed on the site for the Customer Facility or otherwise on land owned or leased by the Customer or Affiliates of the Customer. The Customer shall be solely responsible for all costs associated with the approvals under this Section 9.2.

9.3. All Customer Electrical Equipment and any related facilities necessary for Customer to receive and utilize the power and energy delivered hereunder shall be procured, permitted, installed, paid for, owned, operated, and maintained by the Customer in accordance with Applicable Law and Prudent Utility Practice.

9.4. The Customer shall, at its sole cost and expense, construct, own, operate, and maintain the Customer Electrical Equipment or Customer Facility in accordance with the terms and conditions of the FPL Construction and Operating Agreement.

9.5. The Customer shall not operate any equipment in a manner that will cause voltage disturbances on the Company System. The Customer shall, during the term of this Agreement, protect, defend, indemnify, and hold the Company and the Company Entities free and unharmed from and against any third-party liabilities whatsoever resulting from or in connection with the Customer's failure to adhere to the foregoing provisions of this Subsection 9.5.

9.6. The Company will use Commercially Reasonable Efforts to (i) design, engineer, procure, permit, construct, own, operate, and maintain the Company Facilities in accordance with Applicable Law and Prudent Utility Practice; and (ii) operate such Company Facilities, in a manner consistent with Prudent Utility Practices, that protects the Customer Electric Equipment, including the Customer Facility, from transients, faults, and other operating contingencies consistent with the Interruption of Service in Section 6.3.

9.7. Reliability Standards.

9.7.1. The Customer will be responsible for compliance with all Reliability Standards applicable to the Customer Electrical Equipment; and the Company will be responsible for compliance with all Reliability Standards applicable to the Company System. Each Party will be responsible for the costs of compliance with such Reliability Standards for their respective facilities and systems, including (a) costs associated with modifying their respective facilities or systems to comply with changes in such Reliability Standards; and (b) any financial penalties for non-compliance.

9.7.2. Each Party agrees to share data or documentation to the other Party as may be required to demonstrate a Party's compliance with the Reliability Standards where an individual Party has possession of data or documentation necessary for the other Party to demonstrate compliance.

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(Continued from Sheet No. 9.967)

9.8. Right of Installation. Each Party will make space available to the other Party suitable for the installation by such other Party of necessary equipment, apparatus, and devices required for the performance of this Agreement.

9.9. Disconnection. Except in the case of an Emergency, a Force Majeure Event, or a requirement to comply with Reliability Standards or Applicable Law, the Parties will consult reasonably with each other prior to disconnecting the Customer Facility from the Company Facilities.

9.10. Outages. In accordance with Prudent Utility Practice, each Party may, in cooperation with the other Party, remove from service its system elements that may affect the other Party's system as necessary to perform maintenance or testing or to replace installed equipment. Absent the existence of an Emergency, a Force Majeure Event, or a requirement to comply with Reliability Standards or Applicable Law, the Party scheduling such maintenance, testing or replacement will use good faith efforts to schedule such maintenance, testing or replacement on a date mutually acceptable to both Parties, in accordance with Prudent Utility Practice. The Parties will comply with all current Company reporting requirements, as they may be revised from time to time, and as they apply to the Customer or the Company.

9.11. Emergency. In the event of an Emergency, the affected Party will provide prompt notice of such Emergency to the other Party and may, in accordance with Prudent Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and loss.

9.12. Safety Standards.

9.12.1. The Parties agree that all work performed under this Agreement will be performed in accordance with all Applicable Law, standards, practices, and procedures pertaining to the safety of persons or property. To the extent a Party performs work on the other Party's property, the Party performing work will also abide by the safety, or other access rules applicable to such other Party's property.

9.12.2. Each Party will be solely responsible for the safety and supervision of its own employees, agents, representatives, and contractors.

9.13. Environmental Considerations.

9.13.1. Each Party will remain responsible for compliance with all Applicable Laws with respect to the environment and applicable to its own respective property, facilities, and operations. Each Party will promptly notify the other Party upon discovering any release of any hazardous substance by it on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of the other Party and will promptly furnish to the other Party copies of any reports filed with any Governmental Authority addressing such events.

9.13.2. The Party responsible for the release of any hazardous substance on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of, the other Party will be responsible for the reasonable costs, fees and expenses of performing any and all remediation or abatement activity and submitting all reports or filings required by Applicable Law.

10. In-Service Date.

10.1. The Parties agree that the estimated "In-Service Date" is the date that the Company plans to install and place in-service the facilities and capacity necessary to provide electric service to the Customer Facility, which date shall not occur before the later of: (i) the date that construction of the electric facilities necessary to interconnect the Customer Facility with the Company System is complete; or (ii) the date which the Company has sufficient generation capacity to safely and adequately serve the Customer Facility consistent with the Company's standard total system resource planning process.

10.2. Subject to Section 10.1 above, the Parties agree that the initial, estimated In-Service Date is_____. The Company shall use Commercially Reasonable Efforts to meet this estimated In¬ Service Date; provided, however, that the Parties understand the Company has no obligation to provide electric service to the Customer Facility (i) unless and until there is sufficient generation capacity to provide such service, or (ii) if providing such service would affect the safe and adequate service or voltage to other customers served by the Company.

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10.3. If the Company determines that it is unable to meet the estimated In-Service Date for any reason, the Company will notify Customer and describe the reasons for any delay and the Parties agree to collaborate and use Commercially Reasonable Efforts to agree upon an updated estimated In-Service Date.

10.4. Notwithstanding the foregoing provisions of this Section 10, the "In-Service Date" for all purposes of this Agreement shall be the latest to occur of (x) the date on which the Company completes the installation of the facilities and capacity necessary to begin providing service to the Customer Facility, (y) the satisfaction of Section 10.1(i), and (z) the satisfaction of Section 10.1(ii).

11. Security Requirements.

11.1. No later than five (5) days after the Effective Date, the Customer shall provide Performance Security in an amount equal to the Security Amount. Such Performance Security shall be maintained until the later of (i) expiration of the Term or earlier termination pursuant to the terms of this Agreement, and (ii) the date on which the Customer has satisfied in full all of its obligations under this Agreement ("Security Term").

11.1.1. For Customers that satisfy the Credit Requirements, the Security Amount shall be equal to the net present value of five (5) years of Incremental Generation Charge revenues.

11.1.2. For Customers that do not satisfy the Credit Requirements, the Security Amount shall be equal to the net present value of ten (10) years of Incremental Generation Charge revenues.

11.1.3. For Customers not rated by a nationally recognized Rating Agency, the Security Amount shall be equal to either (i) the present value of five (5) years of Incremental Generation Charge revenues or (ii) the present value of ten (10) years of Incremental Generation Charge revenues based on the Company's assessed credit worthiness of the Customer as determined through Company's internal rating system.

11.2. So long as Customer's Parent satisfies the Credit Requirements, the Customer may provide as security a guaranty from Customer's Parent substantially in the form provided as Appendix B, duly executed by Customer's Parent for the benefit of the Company ("Parent Company Guaranty"). Provided, however, the Parent must have sufficient net available liquidity of more than the five years of the Security Amount, which will be subject to an annual review.

11.3. If, at any time during the Security Term, Customer's Parent fails to satisfy the Credit Requirements, the Customer shall provide, in lieu of such Parent Company Guaranty, either (i) a Letter of Credit, (ii) cash deposit in escrow, (iii) Surety Bond, or (iii) a combination of the foregoing, in each case equal to the Security Amount. If, at any time during the Security Term, Customer's Parent meets the Credit Requirements, the Customer may replace the then-posted Performance Security with a Parent Company Guaranty. In addition, the Company may consider, at its sole discretion, on-demand payment bonds as a supplemental security instrument for specific values and durations.

11.4. Any amounts owed by the Customer to the Company under this Agreement and Rate Schedule LLCS-[1 or 2] (other than disputed amounts) and not satisfied within thirty (30) days of becoming due and owing may be satisfied by the Company by a draw upon the Customer's Performance Security until such Performance Security has been exhausted.

12. Contribution-In-Aid of Construction (CIAC).

12.1. Within forty-five (45) days from the date of this Agreement, the Customer shall make all payments required by and calculated pursuant to the CIAC rule set forth in the Company Tariff in effect at the time of the payment (such payments, the "CIAC Payments").

12.2. Unless otherwise mutually agreed by the Parties, a failure to timely remit the CIAC Payments shall render this Agreement and any associated System Studies null and void. Any renewed or new requests by Customer to interconnect the same or similar Customer Facility or Customer Electrical Equipment shall require deposit(s) for new System Studies and a new LLCS Service Agreement.

12.3. The Company has no obligation to begin any construction related activities, including ordering or acquiring any necessary equipment, associated with extending electric service to the Customer Facility unless and until receipt of the CIAC Payments.

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(Continued from Sheet No. 9.969)

13. Rates, Rules, and Regulations.

13.1. The Company agrees to furnish and deliver, and the Customer agrees to take and receive, power pursuant to the rates, rules, and regulations set forth in Rate Schedule LLCS-[1 or 2] of the Company Tariff, which is provided as Appendix C to the Agreement.

13.2. Service under this Agreement is subject to (i) orders of Governmental Authorities having jurisdiction, (ii) Rate Schedule LLCS-[1 or 2] (including the monthly rate components), and (iii) the Company Tariff. Any change approved by the Commission with respect to the foregoing shall be effective on its approval date and shall apply prospectively to service under this Agreement.

14. [RESERVED]

15. Notice

15.1. All notices, requests, statements, demands, and other communications under this Agreement must, unless otherwise specified herein, be in writing and delivered in person or sent by e-mail, reliable overnight delivery service, or registered or certified mail, postage prepaid to the address of the Party specified in Appendix D. A notice sent by e-mail shall be effective if receipt is acknowledged by the intended recipient and, if so, shall be deemed received on the Business Day on which such Notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next Business Day). Notice by United States mail, or hand delivery is effective on the day actually received, if received during a Business Day, and otherwise shall be effective at the beginning of the next Business Day. Notice by overnight delivery service is effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

16. Force Majeure Events

16.1. Excuse. Subject to Section 16.2 below, and except as expressly set forth herein, neither Party will be considered to have breached its obligations under this Agreement if performance of such obligations is prevented due to a Force Majeure Event.

16.2. Definition. For purposes of this Agreement, "Force Majeure Event" means, subject to Section 16.3, an event or condition that meets each of the following conditions: (w) is not attributable to the fault or negligence of the affected Party, (x) is caused by factors beyond that Party's reasonable control, and (y) the Party was or has been, as applicable, unable to prevent, avoid, or overcome the event, condition, or consequences thereof despite the exercise of commercially reasonable efforts. Force Majeure Events may include, but are not limited to: (i) explosion, sabotage, vandalism, or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement; (ii) war, riot, terrorism, insurrection, national emergency, acts of a public enemy, or other similar civil disturbance; (iii) floods, earthquakes, hurricanes, tornadoes, lightning, drought, fires (including wildfires), hailstorms, ice storms and other similar natural occurrences; (iv) action or inaction by any Governmental Authority; (v) pandemics and epidemics; (vi) for the avoidance of doubt, the failure of the Company to obtain any permits, consents or authorizations of any Governmental Authority to construct the Company Facilities after expending efforts consistent with Prudent Utility Practice; (vii) acts of God; or (viii) other similar occurrences beyond the affected Party's control.

16.3. Exclusion. Notwithstanding the definition set forth in Section 16.2, Force Majeure Event does not include, and may not be based on, the following events or conditions: (i) economic hardship of either Party; (iii) loss of the Customer's markets or the Customer's inability to use any portion of the generation capacity provided by Company to serve the Customer's Contract Demand for any particular purpose; or (iii) breakage or failure of equipment, other than as a result of a Force Majeure Event.

16.4. Claims of Force Majeure. In connection with any Force Majeure Event, the affected Party shall: (i) provide reasonably prompt notice of such Force Majeure Event to the other Party giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement, but in no event will such notice take longer than five (5) Business Days after becoming aware of the impact of such Force Majeure Event, subject in all cases to the affected Party's right to observe any safety precautions that it determines are required in connection with such Force Majeure Event, which may prolong a determination of impact; (ii) provide periodic updates during the continuance of the Force Majeure Event that (A) summarize the measures taken by the affected Party and that the affected Party plans to take in order to mitigate the impact of such Force Majeure Event and (B) provide an estimate of the expected duration of the period during which the performance by the affected Party of its material obligations under this Agreement will be prevented or adversely affected due to the Force Majeure Event; (iii) take commercially reasonable actions to correct or cure the event or condition excusing performance under this Agreement so that the suspension of performance or adverse impact is no greater in scope and no longer in duration than is dictated by the problem; and (iv) exercise commercially reasonable efforts to mitigate or limit damages to the other Party. The affected Party's failure to

(Continued on Sheet No. 9.971)

(Continued from Sheet No. 9.970)

16.4. comply with any of its obligations in this Section 16.4 shall not prevent it from being excused from the performance of its obligations impacted by the Force Majeure Event, except to the extent that the other Party was actually prejudiced by such failure.

16.5. Resumption of Performance. The affected Party shall provide prompt notice to the other Party once it is able to resume performance of its obligations following the occurrence of a Force Majeure Event.

16.6. Termination Due To Force Majeure Event. In addition to and without limiting any other provisions of this Agreement, following the In-Service Date, if a Party is prevented from performing its material obligations under this Agreement due to (a) any single and then currently continuing Force Majeure Event for longer than three hundred and sixty-five (365) consecutive days, or (b) any Force Majeure Event(s) comprising more than three hundred and sixty-five (365) days in the aggregate in any twenty-four (24) month period, then in each case, either Party may terminate this Agreement early; provided that (i) Customer shall pay the Exit Fee pursuant to Section 4.3.2, and (ii) each Party will remain liable to the other Party for obligations that arose prior to termination

17. Assignment.

17.1. Consent Required. Except as provided in this Section 17, neither Party may assign or otherwise transfer this Agreement or its rights or obligations hereunder without the other Party's prior written consent, which consent may not be unreasonably delayed, conditioned, or withheld. Any assignment or other transfer in violation of this provision is null and void.

17.2. Permitted Assignment. Notwithstanding the foregoing:

17.2.1. The Customer's consent is not required for the Company to assign or transfer this Agreement or its rights or obligations hereunder with respect to: (i) transactions between or among Affiliates of the Company, including any corporate reorganization, merger, combination or similar transaction or transfer of assets or ownership interests between or among Affiliates of Company; or (ii) Change of Control of the Company. The Company shall notify the Customer of any such assignment or transfer no later than fifteen (15) days after the assignment or transfer.

17.2.2. The Company's consent is not required for the Customer to assign, transfer, or otherwise pledge this Agreement or its rights or obligations hereunder with respect to: (i) a Change of Control of the Customer; (ii) for collateral purposes to a Facility Lender (or for such Facility Lender, after exercising its foreclosure rights, to assign this Agreement to a third party); or (iii) transactions between or among Affiliates of the Customer, including any corporate reorganization, merger, combination or similar transaction, or transfer of assets or ownership interests between or among Affiliates of the Customer; provided, in each case (other than pursuant to a collateral assignment to a Facility Lender), that (x) the Credit Rating applicable successor, surviving entity, assignee or transferee, immediately after giving effect to such event is equal to or greater than the Credit Rating of the Customer (y) no Event of Default shall have occurred and be continuing immediately before, or can reasonably be expected to occur upon or as a result of, such assignment or transfer, and (z) such assignee or transferee has assumed in writing all of the obligations of the Customer under this Agreement (including the Customer's obligations to post and maintain security under Section 11) and has agreed to be bound by all the terms and conditions of this Agreement accruing or arising from and after the effectiveness of such assignment or transfer. The Customer shall notify the Company of any such assignment or transfer no later than fifteen (15) days after the assignment or transfer.

17.2.3. For any permitted collateral assignment under Section 17.2.2, the Company will execute a consent and agreement to enable such assignment as reasonably required by a Facility Lender. Any assignment to a Facility Lender will not relieve the Customer of its obligations or liabilities under this Agreement. The Company has no obligation to provide consent, or enter into any agreement, or that would materially increase the Company's obligations under this Agreement or that would be reasonably expected to adversely affect the Company. The Customer will pay directly or reimburse the Company for its reasonable out-of-pocket expenses incurred in the negotiation of any documents requested by the Customer or a Facility Lender under this Section 1

18. Indemnity.

18.1. The Company and the Customer shall defend (with respect to third-party claims), indemnify, and hold each other, and their respective officers, directors, employees, and agents, harmless from and against all third-party claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "Losses") for personal injury or death to persons and damage to each other's physical property or facilities or the property of any other person to the extent arising out of, resulting from, or caused by the negligent or intentional and wrongful acts, errors, or omissions of the indemnifying Party. This obligation to indemnify, defend, and hold harmless applies notwithstanding any negligent or intentional acts, errors or omissions of the indemnitees but the indemnifying Party's liability to pay Losses to the indemnified Party shall be reduced in proportion to the

(Continued on Sheet No. 9.972)

(Continued from Sheet No. 9.971)

18.1. percentage by which the indemnitees' negligent or intentional acts, errors or omissions caused the Losses. Each Party's obligation to indemnify, defend, and hold harmless does not apply to Losses resulting from the sole negligence or willful misconduct of the potential indemnitee. An indemnitee that becomes entitled to indemnification or defense under this Section must notify the indemnifying Party of any claim or proceeding in respect of which it is to be indemnified or defended as soon as reasonably practicable after the indemnitee obligated to give such notice becomes aware of such claim or proceeding. Failure to give such notice shall not excuse the obligation to indemnify or defend except to the extent failure to provide notice adversely affects the indemnifying Party's interests in a material respect. The indemnifying Party shall, within 30 days after the date the indemnifying Party is notified of any such claim, assume the defense thereof with counsel designated by the indemnifying Party but reasonably acceptable to the indemnitee; except that if the defendants in any such action include both the indemnitee and the indemnifying Party or if the claim seeks an order of injunctive relief or other equitable remedies, involves criminal liability, or involves any Governmental Authority, then the indemnitee shall have the right to select and be represented by separate counsel designated by the indemnitee, at the expense of the indemnifying Party. If the indemnifying Party fails to assume the defense of a claim as required under this Agreement, the indemnitee may, at the expense of the indemnifying Party, contest, settle, or pay such claim and the indemnifying Party shall be bound by the results obtained by the indemnitee with respect to such claim. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

19. Risk of Loss.

19.1. The Parties agree that title to, and risk of loss relate to, the energy delivered pursuant to this Agreement shall transfer from Company to Customer at the Point of Delivery.

19.2. Except under situations of gross negligence or intentional wrongdoing, including, without limitation, willful misconduct, by the other Party, each Party will have the full risk of loss for its own property and material, and each Party will obtain and maintain insurance coverage accordingly under its own insurance and risk management procedures. To the extent permitted by each Party's insurer, at no additional cost to that Party, each Party will require its property insurer to waive the right of subrogation.

20. Events of Default.

20.1. The occurrence with respect to a Party of any of the following events or conditions constitutes an event of default with respect to such Party (an "Event of Default"):

20.1.1. Such Party becomes Bankrupt;

20.1.2. Such Party assigns or transfers this Agreement other than in accordance with Section 17;

20.1.3. Customer materially breaches any provision of this Agreement, Rate Schedule LLCS-[1 or 2], or the Company's Tariff and fails to cure any such breach within ninety (90) days after written notice by Company of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such ninety (90) day period, then Customer will have additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure; and

20.1.4. Company materially breaches any provision of this Agreement, and fails to cure any such breach ninety (90) days after written notice by Customer of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such ninety (90) day period, then Company will have additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure the breach, so long as Company promptly commences and diligently pursues the cure.

20.2. Termination for Event of Default. If a Party fails to cure an Event of Default within the applicable cure period, and the default is not contested pursuant to the dispute resolution process set forth in Section 22, the non-defaulting Party will have the right to terminate this Agreement.

20.2.1. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Agreement at the end of the ninety (90) day notice period (the "Termination Period"); provided, if the Customer cures the Event of Default or other compliance deficiencies described by the Company, to the Company's satisfaction in its sole discretion, prior to the end of the Termination Period, the Company shall not terminate this Agreement.

(Continued on Sheet No. 9.973)

(Continued from Sheet No. 9.972)

21. Jurisdiction.

21.1. This Agreement is subject to the jurisdiction of the Commission as part of the provision of retail electric service by the Company to the Customer pursuant to the Company's Tariff.

22. Dispute Resolution and Venue.

22.1 If a dispute arises between the Parties regarding this Agreement, either Party will give written notice to the other Party. If the Parties are unable to resolve the dispute between themselves within sixty (60) days, either Party may submit the dispute to a court of competent jurisdiction in Florida, or in the United States District Court having jurisdiction in Florida, and each Party agrees that each such court shall have personal jurisdiction over it with respect to such proceeding, and waives any objections it may have, and expressly consents, to such personal jurisdiction.

1. Limitation on Consequential, Incidental, and Indirect Damages.

1.1. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CUSTOMER NOR COMPANY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED; PROVIDED, HOWEVER, THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT THE LIABILITY OR DAMAGES UNDER ANY THIRD-PARTY CLAIMS OR THE LIABILITY OR DAMAGES OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS SECTION 23 SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS CONTRACT. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WAIVER OF A PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF.

2. Miscellaneous.

2.1. Confidentiality. With respect to the treatment of confidential information, the Parties shall remain subject to that certain Confidentiality Agreement by and between the Parties dated as of_____(the "Confidentiality Agreement"); provided, that, during the Term, the terms of the Confidentiality Agreement will govern this Agreement, notwithstanding any earlier termination or expiration of the Confidentiality Agreement.

2.2. No Third-Party Beneficiary. Except as expressly provided herein (including with respect to Section 17 and Section 18), this Agreement is for the sole and exclusive benefit of the Parties and is not intended to create a contractual relationship with, or cause of action or other rights in favor of, any Person other than the Parties.

2.3. Subcontractors and Agents.

(Continued on Sheet No. 9.974)

(Continued from Sheet No. 9.973)

20.3.1. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor or agent as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors and agents to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor or agent.

20.3.2. The creation of any subcontract or agency relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor or agent the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Company be liable for the actions or inactions of Customer or its subcontractors or agents with respect to obligations of Customer. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor or agent of such Party.

20.3.3. The obligations under Section 24.3 will not be limited in any way by any limitation of subcontractor's or agent's insurance.

20.4. Headings. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein and are to be ignored for the purposes of construction.

20.5. Governing Law. This Agreement will be interpreted and governed by the laws of the State of Florida, without regard to its conflict of laws' provisions.

20.6. No Joint System. The Parties each own and operate separate interconnected electric systems, and no provision of this Agreement will be interpreted to mean or imply the Parties have established or intend to establish a jointly-owned electric system, a joint venture, trust, a partnership, or any other type of association.

20.7. Relationship to Tariffs. The Parties acknowledge that all the rights and obligations identified in the Company's Tariff will apply to this Agreement, and nothing contained herein will abrogate any of the rights or entitlements of the Company or the Customer pursuant to the Tariff other than as explicitly set forth in this Agreement, subject to any required approval of the Commission or other applicable regulatory authority for the provision of retail electric service to the Customer. In the event any term of this Agreement conflicts with the Tariff, the terms of this Agreement will control.

20.8. Entire Agreement and Amendment. This Agreement, together with all appendices attached hereto, constitutes the entire agreement between the Parties and supersedes any and all prior oral or written understandings. Except as provided in Sections 10.3 and 13.2, no amendment, addition to, or modification of any provision hereof is binding upon the Parties, and neither Party will be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification, or waiver is in writing and signed by a duly authorized officer or representative of each Party.

20.9. Waiver. The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Agreement, or to take advantage of any of its rights thereunder, will not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same will be and remain at all times in full force and effect.

20.10. Severability. If any Governmental Authority holds or declares that any provision of this Agreement is invalid, or if, as a result of a change in any Applicable Law, any provision of this Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Agreement not affected thereby will continue in full force and effect. In such an event, the Parties will promptly renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

20.11. Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart will have the same force and effect as an original instrument.

(Continued on Sheet No. 9.975)

(Continued from Sheet No. 9.974)

In Witness Whereof, the Parties have caused this Agreement to be duly executed as of the date first written above.

FLORIDA POWER & LIGHT COMPANY

By:_____

Title:_____

Witness:_____

Date:_____

CUSTOMER NAME]

By:_____

Title:_____

Witness:_____

Date:_____

(Continued on Sheet No. 9.976)

(Continued from Sheet No. 9.975)

Appendix A

Load Ramp Demand and Load Ramp Period

[To be Inserted]

(Continued on Sheet No. 9.977)

(Continued from Sheet No. 9.976)

Appendix B

Parent Company Guaranty

[To be inserted]

(Continued on Sheet No. 9.978)

(Continued from Sheet No. 9.977)

Appendix C

Rate Schedule LLCS-[1 or 2]

[To be Inserted]

(Continued on Sheet No. 9.979)

(Continued from Sheet No. 9.978)

Appendix D

Notices

(Continued on Sheet No. 9.980)

(Continued from Sheet No. 9.979)

Addresses for Notices

For Customer:	For Company:
With Copies to:	
For Operational Matters:	

(Continued on Sheet No. 9.981)

(Continued from Sheet No. 9.980)

Appendix E

Form Irrevocable Standby Letter of Credit

(Continued on Sheet No. 9.982)

(Continued from Sheet No. 9.981)

FORM IRREVOCABLE STANDBY LETTER OF CREDIT

[ISSUING BANK] IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: [Date of issuance]

Florida Power & Light Company ("Beneficiary")
Attention: [Contact Person]

Applicant
Name and address

Re: [ISSUING BANK] Irrevocable Standby Letter of Credit No.

Sirs/Mesdames:

We hereby establish in favor of Beneficiary (sometimes alternatively referred to herein as "you") this Irrevocable Standby Letter of Credit No. _____ (the "Letter of Credit") for the account of _____ ("Company"), located at _____, effective immediately and expiring on the date determined as specified in numbered paragraph 5 below.

We have been informed that this Letter of Credit is issued pursuant to the terms of that certain LLCS Service Agreement, dated as of _____, between Company and Beneficiary (as amended, restated, supplemented, or otherwise modified from time to time, the "Agreement").

1. Stated Amount. The maximum amount available for drawing by you under this Letter of Credit shall be [written dollar amount] United States Dollars (US$ [dollar amount]) (such maximum amount referred to as the "Stated Amount").

2. Drawings. A drawing hereunder may be made by you on any Business Day on or prior to the date this Letter of Credit expires by delivering to us in accordance with the instructions below, a copy of this Letter of Credit together with a Draw Certificate executed by an authorized person substantially in the form of Attachment A hereto (the "Draw Certificate"), appropriately completed and signed by your authorized officer. Partial drawings and multiple presentations may be made under this Letter of Credit. Draw Certificates under this Letter of Credit may be presented by Beneficiary by means of facsimile to our fax no. [fax number] or original documents sent by overnight delivery or courier to [issuing bank] at our address set forth above, Attention: [contact for presentation] (or at such other address as may be designated by written notice delivered to you as contemplated by numbered paragraph 8 below).

3. Time and Method for Payment. We hereby agree to honor a drawing hereunder made in compliance with this Letter of Credit by, at sight, transferring in immediately available funds the amount specified in the Draw Certificate to such account at such bank in the United States as you may specify in your Draw Certificate. If the Draw Certificate is presented to us at such address by 12:00 noon, Eastern Standard Time, on any Business Day, payment will be made not later than our close of business on third succeeding Business Day and if such Draw Certificate is so presented to us after 12:00 noon, Eastern Standard Time, on any Business Day, payment will be made on the fourth succeeding Business Day. In clarification, we agree to honor the Draw Certificate as specified in the preceding sentences, without regard to the truth or falsity of the assertions made therein.

4. Non-Conforming Demands. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice not later than two Business Days following receipt that the demand for payment was not effectuated in accordance with the terms and conditions of this

(Continued on Sheet No. 9.983)

(Continued from Sheet No. 9.982)

Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effectuated in conformity with this Letter of Credit, you may correct any such non-conforming demand and re-submit on or before the then current expiry date.

5. Expiration, Initial Period and Automatic Extension. The initial period of this Letter of Credit shall terminate on [one year from the issuance date] (the "Initial Expiration Date"). The Letter of Credit shall be automatically extended without amendment for one (1) year periods from the Initial Expiration Date or any future expiration date, unless at least sixty (60) days prior to any such expiration date we send you notice by registered mail or courier at your address first shown (or such other address as may be designated by you as contemplated by numbered paragraph 8) that we elect not to consider this Letter of Credit extended for any such additional one year period. Notwithstanding the foregoing extension provision, this Letter of Credit shall automatically expire at the close of business on the date on which we receive a Cancellation Certificate in the form of Attachment B hereto executed by your authorized officer and sent along with the original of this Letter of Credit and all amendments (if any). Upon receipt by you of such notice of non-extension, you may draw hereunder up to the available amount, on or before the then current expiry date, against presentation to us of your Draw Certificate, appropriately completed and signed by your authorized officer.

6. Business Day. As used herein, "Business Day" shall mean any day on which commercial banks are not authorized or required to close in the State of Florida, and inter-bank payments can be effected on the Fedwire system.

7. Governing Law. THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE "ISP98"), AND AS TO MATTERS NOT ADDRESSED IN ISP98, BY THE LAWS OF THE STATE OF FLORIDA.

8. Notices. All communications to you in respect of this Letter of Credit shall be in writing and shall be delivered to the address first shown for you above or such other address as may from time to time be designated by you in a written notice to us. All documents to be presented to us hereunder and all other communications to us in respect of this Letter of Credit, which other communications shall be in writing, shall be delivered to the address for us indicated above, or such other address as may from time to time be designated by us in a written notice to you.

9. Irrevocability. This Letter of Credit is irrevocable.

10. Issuing Bank Charges. All of our charges are for the account of Applicant.

11. Complete Agreement. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for the ISP98. Neither this Letter of Credit (including Attachment A and Attachment B) nor any notice referred to herein, shall be deemed to incorporate by reference any document, instrument or agreement except as set forth above.

* * *

SINCERELY,
[ ]

_____ _____

Authorized Signature Authorized Signature

ADDENDUM NO. 1
TO
TO THE LLCS SERVICE AGREEMENT

This Addendum No. 1 to the LLCS Service Agreement ("Addendum No. 1") is entered into as of the date last signed below (the "Addendum Effective Date"), by and between Florida Power & Light Company ("Company") and _____ ("Customer"). Company and Customer are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into a LLCS Service Agreement dated _____, _____ ("Agreement"); and

WHEREAS, pursuant to Section 20.8 of the Agreement, the Parties desire to enter and be legally bound by this Addendum No. 1 to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation and Limitation

1.1. Capitalized terms not defined in this Addendum No. 1 have the meanings set forth in the Agreement.

1.2. This Addendum is hereby appended to, incorporated into, and made a part of the Agreement. Except as expressly set forth in this Addendum, all terms and conditions of the Agreement remain unchanged and in full force and effect.

1.3. Except as expressly stated herein, nothing in this Addendum No. 1 is intended to (a) amend the Agreement, (b) waive any other rights or remedies of the Company, or (c) create any commitments beyond those expressly stated in the Agreement or herein.

1.4. In the event of any inconsistency or conflict between this Addendum No. 1 and the Agreement, the Agreement will control, except to the extent of the express clarification set forth in Sections 2 and 3 herein.

2. Mitigation/Offset of Exit Fee for Early Termination

2.1. The Company hereby acknowledges and contractually agrees that, if the Agreement is terminated early in a circumstance where an "Exit Fee" would otherwise be payable under Section 4.3 of the Agreement (including, without limitation, Section 4.3.2 or 4.3.3), the Company has a duty to take commercially reasonable steps to mitigate damages consistent with prudent utility practice.

2.2. Consistent with that duty, the Company further acknowledges and contractually agrees that, following an early termination that gives rise to an Exit Fee under Section 4.3, the Company will consider commercially reasonable opportunities, if any, to (a) recontract the capacity associated

with the Incremental Generation Charges under the Agreement or (b) repurpose such capacity in another reasonable manner (collectively, "Replacement Arrangements"), in each case on terms the Company determines are reasonable and acceptable to the Company in its sole discretion. Any net proceeds the Company actually realizes from any Replacement Arrangements that are attributable to the terminated capacity (net of the Company's reasonable incremental and transaction costs, as determined by the Company) will be applied by the Company as a dollar-for-dollar offset/credit against the Exit Fee otherwise calculated under Section 4.3 (the "Mitigation Offset").

2.3. For the avoidance of doubt:

2.3.1. No obligation to recontract on unacceptable terms. Nothing in this Addendum No. 1 requires the Company to enter into any Replacement Arrangement on terms the Company determines, in its sole discretion, to be uneconomic, imprudent, operationally infeasible, inconsistent with reliability obligations, or otherwise not reasonable for the Company.

2.3.2. Confidentiality and limited transparency. The Company's efforts to pursue Replacement Arrangements may involve commercially sensitive or confidential information (including third-party pricing and terms). Accordingly, the Company will not provide the Customer with confidential underlying bids, term sheets, or third-party agreements.

2.3.3. Company determination controls for purposes of any voluntary reduction. The existence, timing, structure, and economics of any Replacement Arrangements, and the resulting Mitigation Offset (if any), will be determined by the Company in its sole discretion and based on the facts and circumstances known to the Company at the time. The Customer will have no approval rights with respect to such determinations, and any Mitigation Offset applied will reflect only the Company's actual ability to recontract or repurpose the relevant capacity as the Company reasonably determines.

2.3.4. Supporting documentation. The Company shall maintain reasonable books and records sufficient to support any Mitigation Offset. Upon the Customer's written request, the Company shall provide copies of such supporting documentation as are reasonably necessary to substantiate the Mitigation Offset; provided that the Company may redact confidential information and third-party sensitive information and may satisfy this obligation by providing summaries or excerpts where full copies are not reasonably available or would require consent of the disclosure of third-party confidential information that the Company is unable to obtain.

2.4. Nothing in this Section 1 of Addendum No. 1 is intended to expand any obligation beyond the Company's duty to take commercially reasonable steps to mitigate, nor to create any duty to achieve a particular mitigation outcome.

3. Exit Fee for Uncured Company Force Majeure Event

3.1. The Force Majeure framework in Section 16 of the Agreement recognizes that a Party may be excused from performance when prevented by a Force Majeure Event, subject to notice and mitigation efforts. Section 16.6 of the Agreement provides that a Party may terminate for a Force Majeure Event, and that the "Customer shall pay the Exit Fee pursuant to Section 4.3.2" if the Agreement is terminated pursuant to Section 16.6.

3.2. The Parties hereby clarify and contractually memorialize the intent under Section 16.6 of the Agreement as follows: If (i) the Company experiences a Force Majeure Event as defined in the Agreement, (ii) the Company is unable to cure such Force Majeure Event and resume performance under the Agreement in accordance with Sections 16.4 and 16.5 of the Agreement, and (iii) as a result the Agreement is terminated by the Company under Section 16.6, then the Company will not seek, invoice, or collect any outstanding Exit Fee from the Customer in connection with such termination.

3.3. This Section 3 of Addendum No. 1 is intended to reflect the Company's position and contractual commitment that the Customer should not bear an Exit Fee in the narrow circumstance where the Company's uncured Force Majeure Event prevents the Company from resuming performance pursuant to Section 16 of the Agreement. This Section 3 of Addendum No. 1 does not otherwise change the Customer's obligation to pay an Exit Fee for the Customer's termination due to a Force Majeure Event pursuant to Section 16.6 of the Agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart will have the same force and effect as an original instrument.

[Remainder of Page Left Intentionally Blank;

Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have caused this Addendum No. 1 to be duly executed by their duly authorized officers as of the Addendum Effective Date.

FLORIDA POWER & LIGHT COMPANY

By: _____

Name: _____

Title: _____

Witness: _____

Date: _____

[CUSTOMER]

By: _____

Name: _____

Title: _____

Witness: _____

Date: _____

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

City Clerk's Office City Of Pensacola
City Clerks Office - Legal Ads
Po Box 12910
Pensacola FL 32521-0001

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Pensacola News Journal, a newspaper published in Escambia County, Florida; with circulation in Escambia and Santa Rosa Counties; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Escambia County, Florida, or in a newspaper by print in the issues of, on:

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PNJ pnj.com 07/06/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/06/2026

Legal Clerk

Notary, State of WI, County of Brown

5·15·27

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NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

On Thursday, July 16, 2026, at 5:30 p.m. in the Council Chambers, 1st Floor of City Hall, 222 West Main Street, Pensacola, FL, the Pensacola City Council will conduct a public hearing to receive the benefit of citizen input for the purpose of considering:

TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS.

You are not required to respond or take any action regarding this notice; but if you wish to speak before City Council on this subject, you are invited to be present at the scheduled hearing. The agenda package can be accessed on the City's website upon availability: https://pensacolafl.portal.civicclerk.com/. The meeting may also be viewed live stream at: https://cityofpensacola.com/video.

If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need a record of the proceedings, and that for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans With Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

For additional information regarding this hearing, please call CITY COUNCIL STAFF AT 850-435-1680.

CITY OF PENSACOLA, FLORIDA

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.

LEGAL AD
ONE (1) TIME ONLY
July 6, 2026
July 6 2026
LSAR0549258

File #: 26-786 City Council 7/16/2026

ORDINANCE

SPONSOR: Charles Bare, Council Member

SUBJECT:

PROPOSED ORDINANCE NO.13-26 — TEMPORARY MORATORIUM ON LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 13-26 on first reading:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, REZONING, SITE PLANS, AND OTHER CITY APPROVALS FOR LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS; PROVIDING FOR AUTHORITY; PROVIDING LEGISLATIVE FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING FOR THE IMPOSITION OF TEMPORARY MORATORIUM; PROVIDING FOR DURATION OF TEMPORARY MORATORIUM; PROVIDING FOR STUDY AND EVALUATION; EXCEPTIONS; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This Ordinance, if passed, would provide staff with the opportunity to more fully evaluate and conduct due diligence regarding Large-Scale Data Centers and Large Load customer Facilities.

PRIOR ACTION:

July 16, 2026 -- Public Hearing conducted by City Council

FUNDING:

N/A

FINANCIAL IMPACT:

None

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

7/2/2026

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No. 13-26
2. Business Impact Analysis Report
3. Emailing Additional Requested Info from Admin
4. Provided by Admin_LLCS Capacity Reservation Milestones and Process v.6.24.26
5. PROOF OF PUBLICATION - PUBLIC HEARING

PRESENTATION: No

PROPOSED
ORDINANCE NO. 13-26

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, REZONING, SITE PLANS, AND OTHER CITY APPROVALS FOR LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS; PROVIDING FOR AUTHORITY; PROVIDING LEGISLATIVE FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING FOR THE IMPOSITION OF TEMPORARY MORATORIUM; PROVIDING FOR DURATION OF TEMPORARY MORATORIUM; PROVIDING FOR STUDY AND EVALUATION; EXCEPTIONS; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

WHEREAS, the City Council of Pensacola, Florida, is authorized by Chapter 163, Florida Statutes, and Article VIII of the Florida Constitution to establish and administer land development regulations and to protect the health, safety, and welfare of the citizens of Pensacola; and

WHEREAS, the City of Pensacola is located within a coastal region, an area that relies heavily upon groundwater resources from the Florida Aquifer System, which has historically been subject to significant management and conservation efforts, due to saltwater intrusion risks and long-term sustainability concerns; and

WHEREAS, state and regional planning efforts emphasize the importance of careful management of groundwater withdrawals and coastal water resources to ensure long-term environmental and economic stability for coastal communities; and

WHEREAS, large-scale data centers and large-load customer facilities are known to require substantial water resources for cooling systems and substantial electrical power to support continuous computing operations, which in some cases require infrastructure demands comparable to small municipalities; and

WHEREAS, such facilities have the potential to place significant demands on regional groundwater supplies, water treatment facilities, and electrical grid capacity, particularly in rapidly growing areas; and

WHEREAS, the City Council finds that Pensacola currently lacks specific zoning provisions or developmental regulations addressing the unique operational characteristics, infrastructure requirements, and environmental considerations associated with large-scale data centers and large-load customer facilities; and

WHEREAS, the City Council finds that allowing these facilities to proceed without appropriate regulatory standards could create risks to the City's water resources, electrical infrastructure, land use planning objectives, and long-term community development strategy; and

WHEREAS, Pensacola's proximity to sensitive coastal ecosystems, wetlands, estuarine systems, and maritime forests further underscores the importance of ensuring that new forms of industrial-scale development are evaluated carefully and responsibly; and

WHEREAS, the City Council finds it necessary that a temporary, one-year moratorium is necessary and appropriate to allow City staff to study the issues and consider amendments to the Code of Ordinances, Comprehensive Plan, or Land Development Code, including time for staff review, public input, drafting, notice, hearings, adoption, and implementation of appropriate regulations; and

WHEREAS, the City Council has conducted the necessary hearings and has determined that the adoption of this Ordinance is in the best interests of the citizens of Pensacola, Florida;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Pensacola, Florida:

SECTION 1. FINDINGS AND INTENT.

The foregoing recitals are true and correct and incorporated herein by reference as findings of the City Council of the City of Pensacola. The purpose of this Ordinance is to establish a temporary, citywide pause of new applications and approvals of large-scale data centers and large-load customer facilities in order to allow the City to review and if appropriate, amend its Code of Ordinances, Comprehensive Plan, or Land Development Code to address the impact of such uses.

SECTION 2. DEFINITIONS.

For purposes of this Ordinance, the following terms shall have the meanings set forth below:

Data center: means a facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be a free-standing structure or

a facility within a larger structure, and which uses environmental control equipment to maintain proper conditions of the operation of electronic equipment.

Development regulations: means rezoning, special exception, conditional use, variance, site plan approval, development permit, building permit, construction plan approval, certificate of concurrency, capacity reservation, comprehensive plan amendment, or other City approval necessary to establish, construct, expand, or intensify a covered facility.

Large load customer facility: means a facility or use with an anticipated monthly peak electric load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval at a single location. The term includes customers or other entities that have entered into colocation or similar agreement at a single location where the aggregate anticipated monthly peak load at that location meets or exceeds 50 megawatts. A customer, applicant, owners, operator, or other entity may not separate electrical load into multiple smaller connections, meters, accounts, parcels, phases, tenants, or related facilities at a single location for the purpose of avoiding this definition.

Large-scale data center: means a single location, with a data center on site, that has an anticipated monthly peak electric load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval. The term includes customers or other entities that have entered into a colocation or similar agreement at a single location where the aggregate anticipated monthly peak load at that location meets or exceeds 50 megawatts.

Moratorium period: means the period beginning on the effective date of this Ordinance and ending one year thereafter, unless earlier terminated or extended by action of the Pensacola City Council as provided herein.

SECTION 3. TEMPORARY MORATORIUM ESTABLISHED.

A temporary moratorium is hereby imposed on the acceptance, processing, review, approval, or issuance of any application, development approval, development permit, building permit, construction plan approval, certificate of concurrency, capacity reservation, or other City approval for the establishment, construction, expansion, or intensification of any large scale data center or large-load customer facility within the city limits of Pensacola. During the moratorium period, City staff shall not accept, process, review, approve, or issue any such application or approval, except as expressly provided in this Ordinance.

SECTION 4. DURATION.

The moratorium shall commence on the effective date of this Ordinance and shall remain in effect for one year, unless earlier terminated by the Pensacola City Council. The City Council may extend the moratorium by ordinance after public hearing upon a finding that

additional time is necessary to complete the study, drafting, public review, transmittal, adoption, implementation, or legal review of Code of Ordinances, Comprehensive Plan or Land Development Code amendments addressing large-scale data centers or large load customer facilities.

SECTION 5. STUDY AND EVALUATION.

During the moratorium period, Pensacola city staff shall conduct a comprehensive review of the potential impacts associated with large-scale data center and large load customer facilities, including but not limited to:

1. Groundwater withdrawal impacts, particularly as they relate to the Floridan Aquifer and coastal aquifer management policies;
2. Water supply and wastewater treatment capacity, including potential impacts on municipal and regional water systems;
3. Electrical grid capacity and infrastructure requirements, including consultation with regional electric utilities regarding long-term demand impacts;
4. Land use compatibility, including appropriate zoning classifications and development standards for such facilities;
5. Environmental considerations, including impacts on wetlands, coastal ecosystems, agricultural lands, noise, lighting, and surrounding land uses;
6. Best practices employed by other jurisdictions in Florida and through the United States for the regulation of large-scale data centers and large-load customer facilities development.

SECTION 6. EXCEPTIONS.

This moratorium shall not apply to:

1. Ordinary repair, maintenance, or replacement of existing lawful equipment, structures, or facilities, provided such work does not increase electric load, water demand, cooling capacity, floor area, generator capacity, battery storage capacity, or fuel storage capacity so as to establish, expand, or intensify a large-scale data center or large load customer facility;
2. Interior alterations to an existing facility that do not establish, expand, or intensify a large-scale data center or large load customer facility;
3. Emergency work necessary to protect public health, safety, or welfare;
4. Permits necessary to correct unsafe conditions or code violations;
5. Government-owned public safety, emergency management, emergency communications, or critical public infrastructure facilities;
6. Developments authorized by a final, unexpired City approval and building permit issued before the effective date of this Ordinance, provided the proposed work is consistent with such approvals and does not require a material modification; and
7. Any application or approval expressly exempted by the Pensacola City Council after a finding that application of the moratorium is not necessary to protect the

public health, safety, or welfare and would not impair the purposes of this Ordinance.

SECTION 7. CONFLICTS.

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

SECTION 8. 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 provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 9. EFFECTIVE DATE.

This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 13-26 – AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, REZONING, SITE PLANS, AND OTHER CITY APPROVALS FOR LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS; PROVIDING FOR AUTHORITY; PROVIDING LEGISLATIVE FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING FOR THE IMPOSITION OF TEMPORARY MORATORIUM; PROVIDING FOR DURATION OF TEMPORARY MORATORIUM; PROVIDING FOR STUDY AND EVALUATION; EXCEPTIONS; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance imposes a temporary moratorium on the ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, REZONING, SITE PLANS, AND OTHER CITY APPROVALS FOR LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS.

2. With current information, it is unknown at this time what, if any economic impact the proposed ordinance will have on currently operating for-profit businesses within the City.

3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

4. There will be no new charge or fee imposed by the proposed ordinance.

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): None

Robyn Tice

From: Don Kraher
Sent: Thursday, July 16, 2026 10:26 AM
To: Ericka Burnett; Robyn Tice
Subject: FW: Follow-up to Council: Data Center Moratorium – Regulatory Clarification and FPL Process Overview
Attachments: LLCS Capacity Reservation Milestones and Process (v.6.24.26).pdf

Sensitivity: Private

FYI.

Don Kraher
Council Executive
Office of City Council
222 W. Main Street
Pensacola, FL 32502
(850) 435-1686 – Office
(850) 384-6363 – Cell

From: Don Kraher
Sent: Thursday, July 16, 2026 10:26 AM
To: Allison Patton <APatton@cityofpensacola.com>; Jennifer Brahier <JBrahier@cityofpensacola.com>; Charles Bare <CBare@cityofpensacola.com>; Casey Jones <cjones@cityofpensacola.com>; Jared Moore <JMoore@cityofpensacola.com>; Teniade Broughton <TBroughton@cityofpensacola.com>; Delarian Wiggins <dewiggins@cityofpensacola.com>
Cc: Elaine Mager <EMager@cityofpensacola.com>; Sonja Gaines <SGaines@cityofpensacola.com>; Yvette McLellan <YMcLellan@cityofpensacola.com>
Subject: FW: Follow-up to Council: Data Center Moratorium – Regulatory Clarification and FPL Process Overview
Sensitivity: Private

Council President and Members of City Council

Based on a question posed during the Agenda Conference re Data Centers, please see the information below and attached in response.

Respectfully,

Don Kraher
Council Executive
Office of City Council
222 W. Main Street
Pensacola, FL 32502
(850) 435-1686 – Office
(850) 384-6363 – Cell

From: Clifford Collins Jr. <ClCollins@cityofpensacola.com>
Sent: Thursday, July 16, 2026 10:20 AM

To: Sherry Morris <SMorris@cityofpensacola.com>; Don Kraher <DKraher@cityofpensacola.com>
Cc: Jared Moore <JMoore@cityofpensacola.com>; David Stafford <DStafford@cityofpensacola.com>; DC Reeves <DCReeves@cityofpensacola.com>; Shannon Nickinson <SNickinson@cityofpensacola.com>; Adrianne Walker <AWalker@cityofpensacola.com>; Adam Cobb <ACobb@cityofpensacola.com>; Kia Goldsmith <KGoldsmith@cityofpensacola.com>
Subject: Follow-up to Council: Data Center Moratorium – Regulatory Clarification and FPL Process Overview
Sensitivity: Private

Don,

Following Councilmember Moore's questions at the Agenda Conference on Monday, July 13, 2026, regarding the proposed moratorium on data centers, I'm providing the information below to help clarify the regulatory framework and approval process that applies to these facilities under current law.

Electricity usage for large-scale data centers is not determined or monitored through the local permitting process. Both the power and water consumption for these facilities are governed by state statute. Senate Bill 484, which took effect July 1, 2026, requires that large data centers pay for their own cost of service to prevent those costs from being passed on to residential or small business customers. It also requires a Consumptive Use Permit (CUP) from the Water Management District. As part of CUP approval, the WMD and DEP may require the use of reclaimed water.

To move forward with a large-scale data center, an applicant would need to have already sought and obtained approval for water consumption and secured reserved capacity from FPL for its electrical needs.

FPL's process for evaluating and reserving capacity includes the attached "LLCS Capacity Reservation Milestones and Process" document. Their initial application for a facility assessment can be found here: **Facility Assessment Request**.

The FPL representative @Sherry Morris spoke with described the overall process as follows:

We typically begin with a high-level facility assessment with that facility assessment request. This step evaluates the existing infrastructure near a site and provides a preliminary, non-binding indication of capacity availability and estimated costs to serve the project.

If the project is viable, the next step is to enter our formal Large Load Capacity Reservation process, which includes an engineering/system impact study. This study is initiated through execution of a study agreement and payment of a deposit (currently $500,000). Our engineers determine available capacity, required system upgrades, project costs, and schedule.

Following completion of the study, the customer must:

- ✓ review and accept the study results
- ✓ execute the applicable agreements
- ✓ provide required payments for infrastructure (CIAC)

It is important to note that capacity is not reserved during the early stages of the process. Capacity is only secured once all milestone requirements are completed and the LLCS Service Agreement is fully executed.

From the local regulatory perspective, the City's Land Development Code does not currently address Data Centers, Large Load Customer Facilities, or Large-Scale Data Centers. These uses are of a scale and intensity such that we would consider the M-2 Heavy Industrial District as the only possible location for review. The M-2 (Heavy Industrial District) allows any use permitted in M-1 (Light Industrial District) and also states that any use not permitted in the preceding district may be allowed upon development plan review by the Planning Board and City Council.

Because the M-1 District does not list Data Centers or similar uses, approval today would require a site located in the M-2 District and would be subject to Planning Board and Council review. Any applicant seeking to locate within the City would need to submit their required state approvals as part of that review.

Please let us know if you have any questions.

Cliff

Clifford "Cliff" Collins, Jr.
Associate City Administrator
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Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

Florida Power & Light Company – Large Load Contract Service
Capacity Reservation Milestones and Process

The purpose of this document is to outline the Florida Power & Light Company ("**FPL**" or "**Company**") process, policies, and factors associated with providing generation and transmission capacity for Applicants requesting service under the proposed Large Load Contract Service ("**LLCS**") Tariffs.

PLEASE NOTE:

THIS DOCUMENT IS TO BE USED AS AN INSTRUCTIONAL GUIDE ONLY AND THE AVAILABILITY OF GENERATION AND TRANSMISSION CAPACITY TO SERVE THE APPLICANT WILL BE DEPENDENT ON THE FACTS AND CIRCUMSTANCES SPECIFIC TO THE APPLICANT'S REQUEST FOR SERVICE AND THE STATUS OF FPL'S SYSTEM.

IN NO EVENT SHALL THE COMPANY BE OBLIGATED TO PROVIDE SERVICE TO AN LLCS APPLICANT (i) UNLESS AND UNTIL THERE IS SUFFICIENT GENERATION AND TRANSMISSION CAPACITY TO PROVIDE SUCH SERVICE, OR (ii) IF PROVIDING SUCH SERVICE WOULD AFFECT THE SAFE AND ADEQUATE SERVICE OR VOLTAGE TO OTHER CUSTOMERS SERVED BY THE COMPANY.

THERE IS A FINITE AMOUNT OF GENERATION AND TRANSMISSION CAPACITY THAT MAY BECOME AVAILABLE ON FPL'S SYSTEM AT A GIVEN TIME, AND THERE ARE MULTIPLE ENTITIES REQUESTING TO BE SERVED BY THE SAME CAPACITY. AT NO POINT PRIOR TO THE COMPLETION OF THE FINAL MILESTONE OUTLINED HEREIN SHOULD THE APPLICANT OR FPL CONSIDER ANY CAPACITY ON FPL'S SYSTEM RESERVED OR OTHERWISE COMMITTED.

I. General Terms and Conditions

1. Single Location.
    a. For purposes of service under the LLCS Tariffs, a single location means a geographic area that is owned, operated, used, or leased by Applicant and/or an affiliate of Applicant, which can include a contiguous or adjacent lot to the area with the Applicant's point of delivery, and may be considered the Applicant's premises regardless of lots, easements, public throughfares, or rights-of-way.
    b. Unless otherwise determined by FPL, all service required by the Applicant at a single location shall be furnished through one primary meter at the available transmission voltage.

c. Load shall not be aggregated across multiple locations, and each location must maintain its own dedicated metering arrangement.

2. Proposed Facility.

   a. Unless otherwise mutually agreed by the Parties, the Applicant shall be responsible to acquire all Federal, state, local, and other Governmental Authority permits, licenses, or other approvals that may be required for the development of the site for the Proposed Facility and the construction, operation, and maintenance of the Proposed Facility, as well as to comply with and satisfy any conditions imposed on any such approvals.

   b. The Parties agree to collaborate and, where appropriate, assist the Applicant in obtaining all necessary approvals in an expeditious manner. Provided, however, the Applicant is solely responsible for all costs associated with the approvals required for the Proposed Facility.

3. Generation Resource(s).

   a. FPL will have sole discretion to select the resource(s) necessary and appropriate to serve the Applicant's Proposed Facility consistent with FPL's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Florida Public Service Commission.

   b. The Applicant has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by FPL to serve the Proposed Facility.

4. System Study.

   a. An engineering and system impact study ("**System Study**") is required before FPL can provide estimates for the in-service date, load ramp, total contract demand, and total costs to extend service to the Applicant.

   b. The Applicant is responsible to provide FPL with all data and information deemed necessary and appropriate by FPL to complete the System Studies.

5. In-Service Date.

   a. The in-service date, which is the date that FPL projects to install the facilities and capacity necessary to begin providing electric service to the Proposed Facility, shall not commence before the later of: (i) the date that construction of the electric facilities necessary to interconnect the Proposed Facility with the FPL system is complete; or (ii) the date which FPL has sufficient generation capacity to safely and adequately serve the Proposed Facility consistent with FPL's standard total system resource planning process.

   b. The Parties shall collaborate on identifying the projected in-service date; provided, however, that FPL has no obligation to provide service to the Proposed Facility (i) unless and until there is sufficient generation capacity to provide such service, or (ii) if providing such service would affect the safe and adequate service or voltage to other customers served by FPL.

6. Tariff and Rates.

   a. The rules, regulations, terms, and rates for providing electric service to the Proposed Facility are subject to the FPL tariff on file with the Florida Public Service Commission, as may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission.

   b. Contribution-In-Aid of Construction ("**CIAC**")

      i. The Applicant will be required to make all payments required by and calculated pursuant to the CIAC rule set forth in the Company Tariff in effect at the time of the payment. FPL's current CIAC tariff rule on file with the Florida Public Service Commission is provided as "**Appendix A**."

      ii. If the cost to extend service to the Proposed Facilities is $50 million or more, the Applicant is required to provide an upfront payment of the projects, subject to refund, consistent with FPL's CIAC tariff rule. In the event the cost to extend service to the Proposed Facilities is less than $50 million, the Applicant shall be required to enter and comply with the Performance Guaranty Agreement in FPL's tariff on file with the Florida Public Service Commission, which is provided as "**Appendix B**."

      iii. FPL has no obligation to begin any construction related activities associated with extending electric service to the Proposed Facility, including ordering or acquiring any necessary equipment, unless and until Applicant submits payment of the CIAC as required by the tariff in effect at that time.

   c. Rates for Service.

      i. The Proposed Facility will be subject to the terms and rates set forth in the applicable Rate Schedule Large LLCS-1 or Rate Schedule LLCS-2, which are provided as "**Appendix C**" and "**Appendix D**."

      ii. The Applicant understands that Applicant shall be required to enter and comply with the LLCS Service Agreement, which is provided as "**Appendix E**."

   d. Prospective Changes in Tariff and Rates

      i. The rules, regulations, terms, and rates for providing electric service to the Proposed Facility may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission.

      ii. If applicable to the Proposed Facility, any such changes approved by the Florida Public Service Commission would apply prospectively to the Proposed Facility as of the effective date of the approved change.

II. Milestones and Factors to Reserve Capacity

1. Confidentiality Agreement/Non-Disclosure Agreement ("**CA/NDA**")
    a. Each unaffiliated entity must enter a CA/NDA with FPL.
    b. Developers cannot share confidential FPL information with third parties that are not parties to the CA/NDA between FPL and the developer.

2. Capacity Reservation Milestones and Process Document ("Process Document")
    a. This Process Document and its Appendices are made available upon request and prior to the execution of the agreement for the System Study.
    b. By executing the agreement for the System Study, the Applicant acknowledges that the Process Document and its Appendices were made available and the applicant had an opportunity to review.

3. System Study
    a. A System Study is required for all LLCS interconnect requests to determine:
        i. Initial in-service date – date that FPL estimates it will be ready to begin providing electric service.
        ii. Load ramp – the load ramp that FPL can feasibly meet without impacting service to other customers.
        iii. Total contract demand – the total load that FPL can feasibly serve at the applicant's requested location.
        iv. Total costs to extend service and CIAC amount that applicant is responsible to pay.
        v. Project scope and feasibility, and technical/engineering and operational requirements.
        vi. NOTE: The costs, timing, and capacity available to interconnect FPL's system with the Applicant's site cannot be determined unless and until the system study is completed.
    b. Applicant must request a System Study for peak contract demand and load ramp at Applicant's preferred site, which includes:
        i. Execution of System Study Agreement.
        ii. Payment of deposit(s) for System Study.
        iii. System Studies are completed on first-come, first-serve basis.
        iv. A System Study typically takes approximately 6-9 months depending on complexity of project.
        v. A System Study does not officially start until a Notice of Completion is sent by FPL that confirms all data and information necessary to complete the System Study has been received from the Applicant.
        vi. Material changes in Applicant's project and timing could delay completion of the System Study and/or require a re-study and further engineering deposit(s).

c. FACTORS: The timeline and amount of generation and transmission capacity available is dependent upon multiple factors specific to each Applicant, including, but not limited to:

i. Peak contract demand requested by Applicant.

ii. Load ramp requested by Applicant.

iii. Whether Applicant's site and proposed connection point are located within one of the three regions available to be served under rate schedule LLCS-1.

iv. Proximity of Applicant's site to an existing FPL transmission line capable of serving Applicant's peak contract demand.

v. Timeline to complete any system upgrades to FPL transmission needed to serve Applicant.

vi. Timeline required to deploy any additional generation capacity to match Applicant's requested load ramp and peak contract demand.

4. Acceptance of System Study

a. The Applicant must accept the System Study results within 6 months from date of completion and issuance of the System Study results, with a one-time option to extend the acceptance period by 3 months (maximum 9 months total).

b. Steps required to accept the results of the System Study:

i. Applicant and Customer (*if different from Applicant*) executes the FPL Construction and Operating Agreement that memorializes the System Study results and timing.

ii. Applicant and/or Customer must pay in full any CIAC required under FPL's tariff and post required security for transmission and distribution costs (either Performance Guaranty Agreement or upfront payment if total project costs are more than $50 million). (See Appendices A and B)

c. Failure to timely accept by completing each of the foregoing steps, System Study becomes null and void.

i. The used portion of the deposit for the System Study shall not be refunded to the Applicant.

ii. Any renewed or new requests by Applicant/Customer to interconnect the same or similar facilities shall require deposit(s) for new System Studies.

6. Reservation of Capacity

   a. **Customer** (*not Applicant if different*) must execute the LLCS Service Agreement and post Performance Security to reserve capacity. (See MOU Appendices C-E.)

      i. LLCS Service Agreement may be executed at the time the System Study is accepted, **but no later than 45 days** from the effective date of the Construction and Operating Agreement.[1]

      ii. Performance Security required by the LLCS Service Agreement must be posted **within 5 days** from the effective date of the LLCS Service Agreement.

      iii. If not already paid, within 45 days from the effective date of the LLCS Service Agreement, Customer shall make all payments required by and calculated pursuant to the CIAC rule set forth in the FPL's FPSC-approved tariff.

   b. Failure to timely enter approved tariffs, pay CIAC, and post Performance Security shall result in:

      i. Release of generation and transmission capacity and loss of queue position.

      ii. System Study and associated Construction and Operating agreement becoming null and void.

      iii. The used portion of the deposit for the System Study shall not be refunded to the Applicant.

[1] Note: For any System Studies completed prior to December 31, 2025, the Applicant will have until September 30, 2026, to execute the LLCS Service Agreement.

APPENDIX A

FPL CIAC Tariff

11.0 INSTALLATION OF NEW OR UPGRADED FACILITIES

SECTION 11.1 GENERAL

In accordance with F.A.C. Rule 25-6.064 this tariff section applies to requests for new or upgraded facilities. Nothing herein shall alter the charges or provisions outlined in sections 10 and 13 of this tariff.

An Applicant can be any person, corporation, or entity capable of complying with the requirements of this tariff that has made a request for new or upgraded facilities in accordance with this tariff.

11.1.1 CONTRIBUTION-IN-AID OF CONSTRUCTION (CIAC)

A CIAC shall be required from Applicants requesting new or upgraded facilities prior to construction of the requested facilities based on the formulas presented below.

(a) The CIAC for new or upgraded overhead facilities ($CIAC_{OH}$) shall be calculated as follows:

$CIAC_{OH}$	=	Total estimated work order job cost of installing the facilities	-	Four years expected incremental base energy revenue	-	Four years expected incremental base demand revenue, if applicable

(i) The cost of the service drop and meter shall be excluded from the total estimated work order job cost for new overhead facilities.

(ii) The net book value and cost of removal, net of the salvage value, for existing facilities shall be included in the total estimated work order job cost for upgrades to those existing facilities.

(iii) The expected annual base energy and demand charge revenues shall be estimated for a period ending not more than 5 years after the new or upgraded facilities are placed in service.

(iv) In no instance shall the $CIAC_{OH}$ be less than zero.

(b) The CIAC for new or upgraded underground facilities ($CIAC_{UG}$) shall be calculated as follows:

$CIAC_{UG}$	=	$CIAC_{OH}$	+	Estimated difference between the cost of providing the service underground and overhead

(c) For non-governmental Applicants that require new or upgraded facilities with a total estimated cost of $50 million or more at the point of delivery, the Applicant shall be required to advance the total estimated work order job cost of installing the facilities required to provide service prior to construction of the requested facilities. The total estimated work order job cost shall be subject to refund less the required CIAC amount calculated in section 11.1.1(a) or 11.1.1(b). Upon the in-service date, the Applicant shall receive a monthly refund consisting of the applicable base energy charges and base demand charges actually incurred by the Applicant during that same monthly billing period. Such refund amount will be applied as a bill credit to the Applicant's monthly bill for a period not to exceed five (5) years from the in-service date or until the total estimated work order job cost of installing the facilities less the required CIAC has been refunded, whichever occurs first. The total amount to be refunded through bill credits shall not exceed the total estimated work order job cost of installing the facilities less the required CIAC, nor will the refund period exceed a period of five (5) years from the in-service date. Any unrefunded balance remaining five (5) years from the in-service date will become a non-refundable. If this section 11.1.1(c) is applicable, the Applicant shall not be subject to a Performance Guaranty Agreement.

11.1.2 CIAC True-Up

An Applicant may request a one-time review of a paid CIAC amount within 12 months following the in- service date of the new or upgraded facilities. Upon receiving a request, which must be in writing, the Company shall true-up the CIAC to reflect the actual construction costs and a revised estimate of base revenues. The revised estimate of base revenues shall be developed from the actual base revenues received at the time the request is made. If the true-up calculation result is different from the paid CIAC amount, the Company will either issue a refund or an invoice for this difference. This CIAC review is available only to an initial Applicant who paid the original full CIAC amount, not to any other Applicants who may be required to pay a pro-rata share as described in section 11.1.3.

(Continued on Sheet No. 6.200)

(Continued from Sheet No. 6.199)

11.1.3 Proration of CIAC

CIAC is pro-ratable if more Applicants than the Initial Applicant are expected to be served by the new or upgraded facilities ("New Facilities") within the three-year period following the in-service date. The Company shall collect the full CIAC amount from the Initial Applicant. Thereafter, the Company shall collect, and pay to the Initial Applicant, a pro-rata share of the CIAC from each additional Applicant to be served from these New Facilities until the three-year period has expired, or until the number of Applicants served by the New Facilities equals the number originally expected to be served during the three-year period, whichever comes first. Any CIAC or pro-rata share amount due from an Applicant shall be paid prior to construction. For purposes of this tariff, the New Facilities' in-service date is defined as the date on which the New Facilities are installed and service is available to the Initial Applicant, as determined by the Company.

SECTION 11.2 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR NEW CONSTRUCTION

11.2.0 Distribution System

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

11.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will constitute new construction, other than those requests covered by sections 10, 12 and 13 of this tariff. Any Applicant may submit a request as follows. Requests shall be in writing and must specify in detail the proposed facilities that the Applicant desires to be installed as underground electric distribution facilities in lieu of overhead electric distribution facilities. Upon receipt of a written request FPL will determine the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount. Where system integrity would be compromised by the delay of a system improvement due to the time allowances specified below, said time allowances shall be reduced such that all terms and conditions of this tariff must be met 30 days prior to the date that construction must begin to allow the underground facility to be completed and operable to avert a system compromise.

11.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution-in-aid-of-construction (CIAC) required for the installation of the requested underground distribution facilities in addition to any CIAC required for facilities extension, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Underground Distribution Facilities Installation Agreement. The CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Underground Distribution Facilities Installation Agreement and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

11.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of proposed trench feet for new underground electric distribution facilities to be installed by $0.75. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Underground Distribution Facilities Installation Agreement. If the request for underground electric distribution facilities involves less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

(Continued on Sheet No. 6.210)

APPENDIX B

FPL Performance Guaranty Agreement Tariff

PERFORMANCE GUARANTYAGREEMENT

FPL Work Order No. _____
_____
_____

This Performance Guaranty Agreement ("Agreement"), made this _____ day of _____20____, is by and between _____ (hereinafter "Applicant") and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, (hereinafter the"Company").

WITNESSETH:

Whereas, in connection with the property located at_____, in _____, Florida (the "Premises"), Applicant has requested that Company install electric infrastructure in order to provide electric service to the Premises;

Whereas, Applicant's estimate of the electric power needs of the Premises will require an expansion of Company's present electric system and, due to their nature, location, voltage, or other characteristics, the requested facilities are not likely to be required by other customers within five years following the requested date for the proposed system expansion;

Whereas, because of the uncertainty that Company will fully recover its investment in such infrastructure expansion should the Customer's projected load not materialize and the need to avoid placing the burden for those costs on Company's other customers; and

Whereas, Applicant is willing to provide assurance that Company will recover its investment in the expansion of Company's electric system based on Applicant's projections in the event that sufficient revenue from service to the Premises is not realized;

Now, therefore, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, Company and Applicant do hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 "Base Revenue" is the portion of electric revenue received by Company during the Performance Guaranty Period for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and taxes.

1.2 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth anniversary of the In-Service Date ("Expiration Date").

ARTICLE II - PERFORMANCE GUARANTYAMOUNT

2.1 The amount of the Performance Guaranty is the total cost of facilities to be installed to serve the Premises, as estimated by Company, less the amount of Contribution In Aid of Construction paid, if any, by the Applicant pursuant to Company's General Rules and Regulations for Electric Service.

(Continued on Sheet No. 9.947)

(Continued from Sheet No. 9.946)

= $_____ Estimated total cost of facilities to be installed to serve the Premises
- $_____ Contribution In Aid of Construction (CIAC) paid by Applicant
- $_____ Engineering Deposit if applicable
= $_____ Performance Guaranty

The Applicant shall provide the above-specified Performance Guaranty to Company prior to Company installing the facilities to ensure that the Base Revenue justifies Company's investment.

2.2 This Agreement does not apply in lieu of CIAC. Nothing in this Agreement shall be construed as prohibiting Company from collecting from Applicant a CIAC for underground service, where otherwise applicable.

2.3 The facilities to be installed to serve the Premises, together with their estimated costs, are shown on Exhibit A of this Agreement.

ARTICLE III - PAYMENT AND REFUND

3.1 At Applicant's option, the Performance Guaranty may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the end of Performance Guaranty Period, or upon termination of service by Applicant, whichever is earlier, if the Base Revenue is less than the Performance Guaranty, Applicant shall pay to Company the Performance Guaranty, less the amount of Base Revenue.

3.2 If, during the Performance Guaranty Period, Base Revenue equals or exceeds the Performance Guaranty and Applicant secured the Performance Guaranty through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or cancelled, or the amount secured by such instrument shall be reduced by the amount of the Performance Guaranty, as applicable.

3.3 If the Applicant elects to post the Performance Guaranty in cash, the Company agrees on a quarterly basis to reduce the Performance Guaranty cash balance by the amount of the previous month's Base Revenue charges and refund the same amount to Applicant, until such time the Performance Guaranty cash balance is depleted.

3.4 In the event that Company's construction of facilities shown on Exhibit A commences but is not completed due to a change in Applicant's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the effective date of this Agreement Company has been unable to complete the requested installation and provide an In-Service Date due to changes or delays in Applicant's schedule or plans, Company shall be immediately entitled to an amount of the Performance Guaranty equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, Company may elect to terminate this Agreement and the balance, if any, of the Performance Guaranty will be refunded if Applicant posted a cash Performance Guaranty.

ARTICLE IV – TERM OFAGREEMENT

The term of this Agreement shall commence on the date first above written and end on the Expiration Date, or on the date Base Revenue equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3.04.

(Continued on Sheet No. 9.948)

(Continued from Sheet No. 9.947)

ARTICLE V - FINALSETTLEMENT

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company, and any remaining balance of the Performance Guaranty that is subject to a letter of credit or surety bond shall become immediately due and payable.

ARTICLE VI - TITLE ANDOWNERSHIP

Title to and complete ownership and control over the above-referenced expansion shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

ARTICLE VII - ENTIREAGREEMENT

This Agreement supersedes all previous agreements, or representations, whether written or oral, between Company and Applicant, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.

ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Applicant shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

ARTICLE IX – SUBJECT TO FPSC RULES

This Agreement is subject to the Rules and Orders of the FPSC and to Company's Electric Tariff, including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the Regulations, the provisions of said Regulations shall control, as they are now written, or as they may be hereafter revised, amended or supplemented, and, at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances or deposits.

In Witness Whereof, Applicant and Company hereby have caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted by:

	FLORIDA POWER & LIGHT COMPANY
Applicant (Print/Type Name of Organization)	
By:_____	By:_____
Signature (Authorized Representative)	Signature (Authorized Representative)
_____	_____
(Print or Type Name)	(Print or Type Name)
Title: _____	Title: _____

Bond No. _____

Service Address (Location) _____

_____

SURETY BOND FOR PERFORMANCE
GUARANTY AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WE,_____, as Principal, and_____, a surety company authorized to do business in the State of Florida, as Surety are held and firmly bound to Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, its successors and assigns, in the amount of _____($_____), in lawful money of the United States of America for the payment of which the Principal and Surety, their heirs, executors, administrators, successors and assigns, are hereby jointly and severally bound. **This amount may be reduced according to Article III of the performance guaranty agreement, a copy of which is attached hereto and made a part hereof.**

WHEREAS, pursuant to its authorized General Rules and Regulations for Electric Service, Florida Power & Light Company requires the Principal to furnish a bond guaranteeing the satisfactory performance under the performance guaranty agreement.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly pay all amounts which may be due by Principal to Florida Power & Light Company under the above performance guaranty agreement in the Principal's name at any or all premises, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums which shall be payable or paid, the Surety shall not be liable thereunder for a larger amount, in the aggregate, than the amount of this bond, unless suit must be brought for enforcement of the within obligations in which case the Surety will also be liable for all costs in connection therewith and reasonable attorneys' fees, including costs of and attorneys' fees for appeals; and

PROVIDED FURTHER, that should the Surety so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing by certified mail-return receipt requested to Florida Power & Light Company at P.O. Box 025209, Miami, Florida 33102-5209. The notice of cancellation shall not be effective unless it includes the Principal's name and copy of attached performance guaranty agreement.

Corporate Seal of Principal

Principal:_____
General Partner: _____
(if applicable)

NOTARY SEAL/STAMP (PRINCIPAL)

By:_____Title: _____

NOTARY CERTIFICATE-PRINCIPAL SIGNATURE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____,_____by _____, and_____, ☐ who is (are) personally known to me or ☐ has (have) produced _____as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this day of_____,_____, by _____.

My Commission Expires:_____ Notary Public
Print Name:_____

Surety

Corporate Seal of Surety

By:_____
(Designated in attached Power of Attorney. If not Florida resident, countersigned below.)
Print Name:_____
Countersigned By:_____
(Florida resident agent)
Print Name:_____
Print Address:_____

NOTARY SEAL/STAMP (SURETY)

NOTARY CERTIFICATE - SURETY SIGNATURE

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____,_____by_____, and_____, ☐ who is (are) personally known to me or ☐ has (have) produced _____as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this day of_____,_____, by _____.

My Commission Expires:_____ Notary Public Print Name:_____

IRREVOCABLE BANK LETTER OF CREDIT FOR PERFORMANCE GUARANTY AGREEMENT

Date _____ Premises (Location) _____

Irrevocable Bank Letter of Credit No. _____ Amount $ _____
(NUMERICAL AMOUNT)

APPLICANT:
_____
_____
_____
Attention: _____

BENEFICIARY:
FLORIDA POWER & LIGHT COMPANY
_____
_____
Attention: _____

We hereby authorize Florida Power & Light Company to draw on us, our successor or assignee at sight at the offices

of _____ for
(FINANCIAL INSTITUTION) (STREET ADDRESS) (CITY) (STATE) (ZIP)

any sum not exceeding _____ ($ _____) in United States currency for the exclusive
(WRITTEN AMOUNT)
purpose of securing payment as outlined in the performance guaranty agreement, with Applicant Name and Address.

The draft must be presented to us accompanied by a copy of this Letter of Credit and a signed statement from you to the effect that the amount for which the draft is drawn represents amounts due and payable by _____ which are owed.
(APPLICANT NAME)

The draft must bear upon its face the clause, "Drawn under Letter of Credit No. _____
dated _____, _____, of _____ (FINANCIAL INSTITUTION)
at _____
(STREET ADDRESS) (CITY) (STATE) (ZIP CODE)

You may draw up to the above amount in one or more drafts.

TO OUR KNOWLEDGE, NONE OF THE FOLLOWING ENTITY CONDITIONS EXIST BETWEEN PARTIES OF THIS DOCUMENT:

A) An ownership relationship exists between parties.
B) Parties are owned by a common entity.
C) Parties share ownership of another entity.

NOTE: In the case of a corporation, "ownership" shall mean a ten percent or greater interest in the voting stock of the corporation.

We hereby agree that the draft drawn in compliance with the terms of this Letter of Credit will be duly honored upon presentation.

THIS LETTER OF CREDIT IS IRREVOCABLE and is governed by International Standby Practices ISP98, International Chamber of Commerce Publication No. 590, or such subsequent publication as may be in effect on the date of issuance of this letter of credit ("ISP98") and, as to matters not expressly covered by ISP98, shall be governed by and construed in accordance with the laws of the State of Florida.

We engage with you that all Drafts drawn under and in compliance with the terms of this Letter of Credit will be honored if presented on or before [one year from the date of insurance]. However, it is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least ninety (90) days prior to any such expiration date we shall notify you in writing, certified mail return receipt requested, that we elect not to consider this Letter of Credit extended for any such additional period.

Very truly yours,

_____

NOTE: Copy of Performance Guaranty Agreement is to be attached.

By: _____

Print
Name: _____
Title: _____

IRREVOCABLE BANK LETTER OF CREDIT
EVIDENCE OF AUTHORITY

Date _____

This document is to certify that _____,
(OFFICER OR AGENT SIGNING LETTER OF CREDIT)

_____ has the necessary authority to execute the
(TITLE OF OFFICER OR AGENT)

$_____ Irrevocable Bank Letter of Credit Number _____,
(NUMERICAL AMOUNT)

issued _____ for the benefit of Florida Power & Light Company and
(DATE OF PREPARATION)

for the account(s) of _____
(CUSTOMER'S NAME)

for _____.
(NAME OF BANK EXECUTING LETTER OF CREDIT)

Bank: _____
(Print Name of Bank)

Corporate Seal

By: _____

_____
(Print Name of Bank Official)

Title: _____

APPENDIX C
FPL LLCS-1 Tariff

LARGE-LOAD CONTRACT SERVICE-1

RATE SCHEDULE: LLCS-1

AVAILABLE:

Service under this schedule is only available for certain zones within the Company's service area in the vicinity of Sunbreak in St. Lucie County, Tesoro in Martin County, and Sugar in Palm Beach County. Each zone must be in proximity to the Company's existing 500 kV transmission facilities and in areas suitable for the incremental generation and transmission capacity necessary to serve prospective new or incremental large load while ensuring the continued reliable operation of the transmission grid.

APPLICATION:

For service required for general service power and any other purpose to any Customer who: (i) has projected new or incremental load of 50 MW or more at a Single Location; and (ii) has a projected Load Factor of 85% or more at a Single Location.

Service under this schedule shall apply to all new or incremental load with an In-Service Date on or after the effective date of this schedule up to a class combined total load of 3 GW. Total combined load eligible to be served under this schedule shall not exceed 3 GW. This schedule shall be closed to new or incremental load at the time the total combined 3 GW load cap becomes fully subscribed.

SERVICE:

Service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

All service required by the Customer at a Single Location shall be furnished through primary metering at the available transmission voltage at the interconnecting transmission substation(s). Each Single Location shall maintain its own dedicated metering arrangement. Load shall not be aggregated across multiple locations for purposes of applying the LLCS Tariff to a customer.

The Company will furnish service consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

Resale of service is not permitted hereunder.

MONTHLY RATE:*

Base Charge:	$669.00
Demand Charges:	
Base Demand Charge	$14.61 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	0.758¢ per kWh
Incremental Generation Charge:	$11.67 per kW of Demand

Additional Charges:
See Billing Adjustment section, Sheet No. 8.030, for additional applicable charges.

*All rates shown herein are subject to change in a subsequent rate proceeding(s) based on the type, characteristics, size, location, and in-service date(s) of the facilities and generation resource(s) installed to serve the load under this schedule.

(Continued on Sheet No. 8.951)

(Continued from Sheet No. 8.850)

Minimum:

Customer will have no more than the Load Ramp Period to reach full contract demand, during which time the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand of no less than 70% of the Customer's Load Ramp Demand; and (v) Incremental Generation Charge based on the Customer's Load Ramp Demand.

After the Load Ramp Period, the minimum monthly bill will be the sum of:(i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand greater than (a) 70% of the Customer's Contract Demand or (b) the Customer's highest previously established monthly billing Demand during the past 11 months; and (v) an Incremental Generation Charge based on the Customer's Contract Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

GENERATION RESOURCE:

Company will have sole discretion to select the resource(s) necessary and appropriate to serve all load under this schedule consistent with the Company's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Florida Public Service Commission.

Customer has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by the Company to serve Customer's load under this schedule.

Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits (RECs) from Company to the extent such RECs are available. Any such purchases shall be separately contracted between Customer and Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to both Customer and Company.

TERM OF SERVICE:

Minimum Term:

Not less than 20 years from the In-Service Date, including the Load Ramp Period. After the Minimum Term, service under this schedule shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions below.

Notice and Termination:

Customer must provide notice at least two years in advance of terminating service. In such event, service under this schedule will automatically terminate on the date following the second annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to charges for early termination as provided below.

The Company may terminate service under this schedule at any time if the Customer materially breaches the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission. Prior to any such termination, the Company shall notify the Customer in writing at least 90 days in advance and describe the existence and nature of such alleged breach. The Company may then terminate service under this schedule at the end of the 90-day notice period; provided, however, that if such breach is not reasonably capable of being cured within such 90-day period, then Customer will have additional time (not exceeding an additional thirty 30 days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure.

(Continued on Sheet No. 8.952)

(Continued from Sheet No. 8.951)

CHARGES FOR EARLY TERMINATION:

In the events of (i) the Customer terminates service prior to the end of the Minimum Term, (ii) the Company terminates for Customer's material breach of the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission, or (iii) the Customer fails to provide notice at least two years in advance of terminating service, the Customer shall be responsible for payment of any applicable termination charges as set forth in the LLCS Service Agreement.

RULES AND REGULATIONS:

Customer taking service under this schedule shall enter into the LLCS Service Agreement on file with the Florida Public Service Commission. As a prerequisite to entering the LLCS Service Agreement, the Customer must (i) pay for the Company to undertake system impact and engineering studies ("System Studies"), as applicable, associated with interconnecting and serving the Customer's Contract Demand, and (ii) the Customer must accept the results of those System Studies by executing a Construction and Operating Agreement with the Company and paying any Contribution-In-Aid of Construction (CIAC) required by the tariff in effect at the time of payment.

In-Service Date shall be the date that Company has installed the facilities and capacity necessary to begin providing electric service to the Customer as set forth in the LLCS Service Agreement.

Contract Demand shall be the Customer's maximum peak load requirement at a Single Location as set forth and mutually agreed to in the LLCS Service Agreement.

The projected Load Factor shall be determined by the Company pursuant to the Company's tariff on file with the Florida Public Service Commission.

Load Ramp Demand shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period as set forth and mutually agreed to in the LLCS Service Agreement.

Load Ramp Period shall be the time from the In-Service Date until Customer reaches full Contract Demand, which period shall be mutually agreed to and set forth in the LLCS Service Agreement.

For purposes of this schedule, a Single Location means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or its affiliate, which can include a contiguous or adjacent lot to the area with the Customer's point of delivery, and may be considered the Customer's premises regardless of lots, easements, public thoroughfares, or rights-of-way.

Contribution-In-Aid of Construction (CIAC): Customer will be responsible for the payment of a CIAC for the costs associated with extending electric service to the Customer under this schedule, which amount shall be calculated pursuant to the CIAC rule set forth in FPL's tariff on file with the Florida Public Service Commission.

Customers that meet the applicability requirements of this schedule are not eligible for service under Economic Development Riders, Load Control Riders, the Commercial/Industrial Service Rider (CISR), Standby and Supplemental Service (SST-1), or Interruptible Standby and Supplemental Service (ISST-1).

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the Company's currently effective tariff on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said tariff the provision of this schedule shall apply.

This schedule, including the Monthly Rate components, as well as the Company's tariff on file with the Florida Public Service Commission, may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission. Upon their effective date, any such changes approved by the Florida Public Service Commission shall apply prospectively to all existing and new customers taking service under this schedule.

APPENDIX D
FPL LLCS-2 Tariff

LARGE-LOAD CONTRACT SERVICE-2

RATE SCHEDULE: LLCS-2

AVAILABLE:

Service under this schedule is available in all areas not served under Rate Schedule LLCS-1.

APPLICATION:

For service required for general service power and any other purpose to any Customer who: (i) has projected new or incremental load of 50 MW or more at a Single Location; and (ii) has a projected Load Factor of 85% or more at a Single Location.

Service under this schedule shall apply to all new or incremental load with an In-Service Date on or after the effective date of this schedule.

Service under this schedule is limited to the Company's available capacity based on the estimated In-Service Date.

SERVICE:

Service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

All service required by the Customer at a Single Location shall be furnished through primary metering at the available transmission voltage at the interconnecting transmission substation(s). Each Single Location shall maintain its own dedicated metering arrangement. Load shall not be aggregated across multiple locations for purposes of applying the LLCS Tariff to a customer.

The Company will furnish service consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

Resale of service is not permitted hereunder.

MONTHLY RATE:*

Base Charge:	$669.00
Demand Charges:	
Base Demand Charge	$4.08 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	0.758¢ per kWh

Incremental Generation Charge:

The Incremental Generation Charge shall be calculated as follows:

LLCS-2 customer's applicable share of generation capacity and transmission interconnection revenue requirements where:

Installed generation capacity and generation transmission interconnection revenue requirements = Operating Expenses + Property Taxes and Insurance + Depreciation + Interest Expense + Return on Rate Base + Income Taxes + Tax Credits

(Continued on Sheet No. 8.954)

(Continued from Sheet No. 8.953)

Additional Charges:
See Billing Adjustment section, Sheet No. 8.030, for additional applicable charges.

*All rates shown herein are subject to change in a subsequent rate proceeding(s) based on the type, characteristics, size, location, and in-service date(s) of the facilities and generation resource(s) installed to serve the load under this schedule.

Minimum:
Customer will have no more than the Load Ramp Period to reach full contract demand, during which time the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand of no less than 70% of the Customer's Load Ramp Demand; and (v) Incremental Generation Charge based on the Customer's Load Ramp Demand.

After the Load Ramp Period, the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand greater than (a) 70% of the Customer's Contract Demand or (b) the Customer's highest previously established monthly billing Demand during the past 11 months; and (v) an Incremental Generation Charge based on the Customer's Contract Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

GENERATION RESOURCE:

Company will have sole discretion to select the resource(s) necessary and appropriate to serve all load under this schedule consistent with the Company's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Florida Public Service Commission.

Customer has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by the Company to serve Customer's load under this schedule.

Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits (RECs) from Company to the extent such RECs are available. Any such purchases shall be separately contracted between Customer and Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to both Customer and Company.

TERM OF SERVICE:

Minimum Term:
Not less than 20 years from the In-Service Date, including the Load Ramp Period. After the Minimum Term, service under this schedule shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions below.

Notice and Termination:
Customer must provide notice at least two years in advance of terminating service. In such event, service under this schedule will automatically terminate on the date following the second annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to charges for early termination as provided below.

(Continued on Sheet No. 8.955)

(Continued from Sheet No. 8.954)

The Company may terminate service under this schedule at any time if the Customer materially breaches the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission. Prior to any such termination, the Company shall notify the Customer in writing at least 90 days in advance and describe the existence and nature of such alleged breach. The Company may then terminate service under this schedule at the end of the 90-day notice period; provided, however, that if such breach is not reasonably capable of being cured within such 90-day period, then Customer will have additional time (not exceeding an additional thirty 30 days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure.

CHARGES FOR EARLY TERMINATION:

In the events of (i) the Customer terminates service prior to the end of the Minimum Term, (ii) the Company terminates for Customer's material breach of the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission, or (iii) the Customer fails to provide notice at least two years in advance of terminating service, the Customer shall be responsible for payment of any applicable termination charges as set forth in the LLCS Service Agreement.

RULES AND REGULATIONS:

Customer taking service under this schedule shall enter into the LLCS Service Agreement on file with the Florida Public Service Commission. As a prerequisite to entering the LLCS Service Agreement, the Customer must (i) pay for the Company to undertake system impact and engineering studies ("System Studies"), as applicable, associated with interconnecting and serving the Customer's Contract Demand, and (ii) the Customer must accept the results of those System Studies by executing a Construction and Operating Agreement with the Company and paying any Contribution-In-Aid of Construction (CIAC) required by the tariff in effect at the time of payment.

In-Service Date shall be the date that Company has installed the facilities and capacity necessary to begin providing electric service to the Customer as set forth in the LLCS Service Agreement.

Contract Demand shall be the Customer's maximum peak load requirement at a Single Location as set forth and mutually agreed to in the LLCS Service Agreement.

The projected Load Factor shall be determined by the Company pursuant to the Company's tariff on file with the Florida Public Service Commission.

Load Ramp Demand shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period as set forth and mutually agreed to in the LLCS Service Agreement.

Load Ramp Period shall be the time from the In-Service Date until Customer reaches full Contract Demand, which period shall be mutually agreed to and set forth in the LLCS Service Agreement.

For purposes of this schedule, a Single Location means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or its affiliate, which can include a contiguous or adjacent lot to the area with the Customer's point of delivery, and may be considered the Customer's premises regardless of lots, easements, public thoroughfares, or rights- of-way.

Contribution-In-Aid of Construction (CIAC): Customer will be responsible for the payment of a CIAC for the costs associated with extending electric service to the Customer under this schedule, which amount shall be calculated pursuant to the CIAC rule set forth in FPL's tariff on file with the Public Service Commission.

(Continued on Sheet No. 8.956)

(Continued from Sheet No. 8.955)

Customers that meet the applicability requirements of this schedule are not eligible for service under Economic Development Riders, Load Control Riders, the Commercial/Industrial Service Rider (CISR), Standby and Supplemental Service (SST-1), or Interruptible Standby and Supplemental Service (ISST-1).

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the Company's currently effective tariff on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said tariff the provision of this schedule shall apply.

This schedule, including the Monthly Rate components, as well as the Company's tariff on file with the Florida Public Service Commission, may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission. Upon their effective date, any such changes approved by the Florida Public Service Commission shall apply prospectively to all existing and new customers taking service under this schedule.

APPENDIX E

FPL LLCS Service Agreement Tariff

LLCS SERVICE AGREEMENT

This LLCS Service Agreement ("**Agreement**") is made and entered into as of this_____day of_____, _____(the "**Effective Date**") by and between_____("**Customer**") and Florida Power & Light Company ("**Company**"). Company and Customer are hereinafter each referred to individually as a "**Party**" and together as the "**Parties**."

WITNESSETH

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto ("**Commission**");

WHEREAS, the Customer is_____;

WHEREAS, the Customer seeks retail electric service for a proposed facility projected to have new or incremental load of 50 MW or more at a Single Location and a projected Load Factor of 85% or more at a Single Location (hereinafter, "**Customer Facility**");

WHEREAS, Customer has provided a deposit(s) to Company for purposes of undertaking and completing system impact and engineering studies ("**System Studies**"), as applicable, associated with interconnecting and serving the Customer Facility; and

WHEREAS, the Customer Facility is required to receive electric service under the Company's Rate Schedule LLCS-[1 or 2].

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Company and Customer agree as follows:

AGREEMENT

1. General Provisions.

1.1. The foregoing recitals are true and correct, form a material part of this Agreement upon which the Parties relied, and are hereby incorporated by reference into this Agreement.

1.2. Rules of Construction. For purposes of this Agreement, (i) terms defined in the singular include the plural and vice versa, and terms used in the masculine include the feminine and neuter and vice versa; (ii) references to "Articles," "Sections," "Exhibits," and "Attachments" are to articles or sections of, or exhibits or attachments to, this Agreement; (iii) all references to a particular entity include that entity's successors and permitted assigns; (iv) the words "herein," "hereof," and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection; (v) all accounting terms not specifically defined in this Agreement are to be construed in accordance with generally accepted accounting principles in the United States, consistently applied; (vi) references to this Agreement include the appendices, Exhibits, Attachments, annexes, schedules, and other attachments to this Agreement, as the same may be amended, supplemented, replaced, restated, or otherwise modified from time to time; (vii) references to any agreement or form mean such agreement or form as may be amended, restated, supplemented, or otherwise modified from time to time; (viii) the word "including," when used in this Agreement, means including without limitation; (ix) references to "Dollars" and the symbol "$" mean U.S. Dollars; (x) references to any Governmental Authority include any successor to its applicable functions; and (xi) references to any Applicable Law include any amendments, successor, or replacement thereto. Other terms used in this Agreement but not so defined will have meanings as commonly used in the English language and, where applicable, in Prudent Utility

(Continued on Sheet No. 9.961)

(Continued from Sheet No. 9.960)

Practice. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

1.3. Good Faith and Fair Dealing. The Parties will act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (a) where the consent, approval, or similar action is required by a Party, such consent or approval will not be unreasonably withheld, conditioned, or delayed; and (b) wherever a Party has the right to determine, require, specify, or take similar action with respect to a matter, such determination, requirement, specification, or similar action will be reasonable.

1.4. Other Agreements and Rights.

1.4.1. In the event Customer enters into any agreements with Company or an Affiliate of Company in addition to this Agreement, the Parties acknowledge and agree that such agreements will be deemed to be separate and free-standing contracts that do not alter the terms of this Agreement except to the extent specified therein, nor will the terms of this Agreement be deemed to alter the terms of any other contract between the Company or Affiliate of Company and Customer.

1.4.2. This Agreement will apply to interconnections of and electric service to load located on Customer's side of the Point of Delivery.

1.4.3. This Agreement is not applicable to, and does not provide for the interconnection or delivery of, back-up or alternative generation located on the Customer's side of the Point of Delivery that serves the Customer Facility (such generation, "**Behind the Meter Generation**"). Except as necessary to prevent damage to the Company Facilities or the Company System, under no circumstances including during an Emergency, will Behind the Meter Generation be delivered to and injected into the Company System unless otherwise mutually agreed to by separate agreement between Company and Customer consistent with all Applicable Law and the Company Tariff.

2. Definitions.

2.1. "**Affiliate**" means with respect to a corporation, partnership, or other entity, each such other corporation, partnership, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership, or other entity.

2.2. "**Applicable Law**" means all duly promulgated applicable federal, state, and local laws, statutes, treaties, codes, ordinances, regulations, rules, certificates, decrees, judgments, directives, or judicial or administrative orders, permits, and other duly authorized actions of any Governmental Authority having jurisdiction over a Party or the Parties, as applicable, their respective facilities and/or the respective services they provide.

2.3. "**Behind the Meter Generation**" has the meaning set forth in Section 1.4.3.

2.4. "**Business Day**" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

2.5. "**Change of Control**" means (i) any transfer, assignment or acquisition of the ownership, of more than fifty percent (50%) of the equity of, or any other ownership interest in, a Party to a Person that was not an Affiliate of the Party immediately prior to such transfer, assignment, or acquisition, or (ii) a change in the direct or indirect ownership of a Party such that upon the occurrence of such change, one or more Persons that were not Affiliates of such Party immediately prior to such change have the power, right or authority to direct, or cause the direction of, the management and policies of such Party.

2.6. "**CIAC Payments**" has the meaning set forth in Section 12.

2.7. "**Commercially Reasonable**" or "**Commercially Reasonable Efforts**" means, with respect to any action to be taken or attempted by a Party under this Agreement, the level of effort in light of the facts known to such Party at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action at a reasonable cost; (b) is consistent with Prudent Utility Practices; and (c) takes into consideration the amount of advance notice required to take such action, the duration and type of action, and the competitive environment in which such action occurs.

2.8. "**Commission**" has the meaning set forth in the preamble of this Agreement.

(Continued on Sheet No. 9.962)

(Continued from Sheet No. 9.961)

2.9. "**Company**" has the meaning set forth in the preamble of this Agreement.

2.10. "**Company Entities**" means the officers, directors, employees, agents, and Affiliates of the Company.

2.11. "**Company Facilities**" means the transmission voltage equipment, apparatus, and devices owned by Company for purposes of providing retail electric service at transmission voltage and for interconnection to the Customer Facilities at the Point of Delivery, and Company's metering, relays, electric energy collection network, and generation control equipment.

2.12. "**Company System**" means (a) the Company's transmission system; (b) the Company's distribution system; and (c) the Company's generation resources and assets; and (d) the Company Facilities.

2.13. "**Company Tariff**" shall mean the Company's tariff on file with the Commission, and as may be amended, updated, or revised from time-to-time subject to and upon approval by the Commission.

2.14. "**Confidentiality Agreement**" has the meaning set forth in Section 24.1.

2.15. "**Contract Demand**" shall be the Customer's maximum peak load requirement at a Single Location, as specified in Section 8.2.

2.16. "**Credit Requirements**" means, with respect to a Person, that such Person's credit rating by a nationally recognized Rating Agency is equal to or greater than BBB, or if such Person is not rated by a Ratings Agency, the equivalent credit rating as determined through Company's internal rating system.

2.17. "**Customer**" has the meaning set forth in the preamble of this Agreement.

2.18. "**Customer Electrical Equipment**" means all the electrical equipment, facilities, and apparatus owned by the Customer for purposes of receiving retail electric service from the Company at the Point of Delivery.

2.19. "**Customer Facility**" has the meaning set forth in the preamble of this Agreement, and as further described in Section 8.

2.20. "**Customer Parent Company**" means _____.

2.21. **"Effective Date"** has the meaning set forth in the preamble of this Agreement.

2.22. **"Emergency"** means a condition or situation that in the reasonable, good faith determination of the affected Party based on Prudent Utility Practice contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property, or the environment.

2.23. "**Event of Default**" has the meaning set forth in Section 20.1.

2.24. "**Exit Fee**" has the meaning set forth in Sections 4.3.2 and 4.3.3.

2.25. "**Facility Lender**" means any Person lending money or extending credit to the Customer in connection with the development, construction, operation, or maintenance of the Customer Facility, including any refinancing thereof.

2.26. "**FPL Construction and Operating Agreement**" means the agreement required to accept and memorialize the results of the System Studies as set forth in Section 5 and the Parties' respective construction, ownership, operation, and management responsibilities.

2.27. "**Force Majeure Event**" has the meaning set forth in Section 16.2.

(Continued on Sheet No. 9.963)

(Continued from Sheet No. 9.962)

2.28. "**Governmental Authority**" means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other Governmental Authority having jurisdiction over the Parties, their respective facilities, or the respective services that they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Customer, the Company, or any Affiliate thereof.

2.29. "**Incremental Generation Charge**" has the meaning set forth in the Rate Schedule LLCS-[1 or 2] in the Company Tariff.

2.30. "**In-Service Date**" has the meaning set forth in Section 10.

2.31. "**Letter of Credit**" means an irrevocable standby letter of credit issued by a Qualified Issuer substantially in the form attached as Appendix E.

2.32. "**LLCS**" means Large Load Contract Service.

2.33. "**Load Factor**" shall be the load factor projected for the Customer Facility as determined by the Company pursuant to the Company Tariff.

2.34. "**Load Ramp Demand**" shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period.

2.35. "**Load Ramp Period**" shall be the time from the In-Service Date until Customer reaches full Contract Demand, as set forth in Section 8.4.

2.36. "**Losses**" has the meaning set forth in Section 18.1.

2.37. "**Net Present Value**" means the sum of the monthly payments, discounted at the Company's average midpoint cost of capital. The cost of capital is filed monthly with the Commission as part of the Company's Rate of Return Surveillance Report, Schedule 4. The monthly discount rate shall be calculated as the annual rate per Schedule 4, divided by 12 months.

2.38. "**Parent Company Guaranty**" has the meaning set forth in Section 11.2.

2.39. "**Performance Security**" means cash, a Letter of Credit, Surety Bond, or a Parent Company Guaranty.

2.40. "**Person**" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity.

2.41. "**Point of Delivery**" means the physical point or points at which the Customer Electrical Equipment interconnects with the Company Facilities, as determined in the System Studies.

2.42. "**Premises**" has the meaning set forth in Section 8.1.

2.43. "**Prudent Utility Practice**" means any of the practices, methods, standards, and acts engaged in or approved by a significant portion of the applicable segment of the electric utility industry during the relevant time period, or any of the practices, methods, standards, and acts which, in the exercise of Commercially Reasonable judgment, in light of the facts known (or reasonably should have been known) at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with Applicable Law, permits, codes, standards, equipment manufacturer's recommendations, good business practices, reliability, safety, environmental protection, economy, and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to those practices, methods, standards, and acts generally acceptable or approved in the region.

2.44. "**Qualified Issuer**" means a U.S. commercial bank or a U.S. branch office of a foreign bank that has (i) a Credit Rating of "A-" or better by S&P, "A3" or better by Moody's and (ii) assets of at least $10,000,000,000. If such rating is equivalent to A-/A3, such Qualified Issuer must not be on credit watch or have a negative outlook by any rating agency.

(Continued on Sheet No. 9.964)

(Continued from Sheet No. 9.963)

2.45. "**Rate Schedule LLCS-[1 or 2]"** shall mean the Rate Schedule LLCS-[1 or 2] in the Company Tariff.

2.46. "**Rating Agency**" means any of S&P Global Ratings, a division of S&P Global Inc. and Moody's Investors Service, Inc., or their respective successors.

2.47. "**RECs**" has the meaning set forth in Section 7.3.

2.48. "**Reliability Standards**" means mandatory reliability standards adopted by the North American Electric Reliability Corporation, Federal Energy Regulatory Commission, or the Commission, and any successor entities, as amended from time to time, applicable to the facilities owned, and/or operated by Customer and Company, respectively.

2.49. "**Security Amount**" has the meaning set forth in Section 11. The Security Amount will be calculated based on the Incremental Generation Charges in effect at the time this Agreement is executed by the Customer as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

2.50. "**Security Term**" has the meaning set forth in Section 11.1.

2.51. "**Single Location**" means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or an Affiliate of Customer, which can include a contiguous or adjacent lot to the area with the Customer's Point of Delivery, and may be considered the Customer's Premises regardless of lots, easements, public thoroughfares, or rights-of-way.

2.52. "**System Studies**" are the required engineering and system impact studies to be completed by the Company to determine the investments and upgrades necessary to the Company System in order to interconnect and safely provide reasonably adequate retail electric service with respect to the Contract Demand associated with the Customer Facility. The System Studies are required for all LLCS interconnect requests to determine: (i) project scope and feasibility, and technical/engineering and operational requirements; (ii) capacity availability, including amount and timing; (iii) expected timeline to interconnect Customer Facility to the Company System; and (iv) estimate of costs to interconnect Customer Facility to the Company's System.

2.53. "**Termination Period**" shall have the meaning set for in Section 20.2.1.

2.54. "**Term**" means the Minimum Term, plus any extensions thereto pursuant to Section 4.1.2.

3. Documents Included.

3.1. This Agreement consists of this document and the following appendices which are attached hereto, and which are specifically incorporated herein and made a part hereof by this reference:

Appendix A	Load Ramp Demand and Load Ramp Period
Appendix B	Parent Company Guaranty
Appendix C	Current Rate Schedule LLCS-[1 or 2]
Appendix D	Notices
Appendix E	Form Irrevocable Standby Letter of Credit

4. Term and Termination.

4.1. Minimum Term:

4.1.1. Pursuant to Rate Schedule LLCS-[1 or 2], the Minimum Term shall be from the In-Service Date through and including the twentieth (20th) anniversary of the In-Service Date.

(Continued on Sheet No. 9.965)

(Continued from Sheet No. 9.964)

4.1.2. After the Minimum Term, electric service under this Agreement shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions in Section 4.2.1.

4.2. Notice and Termination:

4.2.1. The Customer must provide notice in accordance with Section 15 at least two (2) years in advance of terminating service. In such event, service under this Agreement will terminate automatically on the date following the second (2nd) annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to an early termination fee as set forth in Section 4.3.

4.2.2. The Company may terminate service under this Agreement at any time due to a Customer Event of Default pursuant to Section 20.2.

4.3. Early Termination.

4.3.1. In the event the Customer terminates this Agreement prior to the In-Service Date, the Customer shall be responsible for payment of all costs incurred by the Company under this Agreement as of the date of the Customer's termination.

4.3.2. In the event (i) the Customer terminates this Agreement after the In-Service Date and prior to the end of the Minimum Term, (ii) the Customer terminates pursuant to Section 16.6, or (iii) the Company terminates this Agreement pursuant to Section 4.2.2, then the Customer shall be responsible for payment of an "Exit Fee" equal to the Net Present Value of the accelerated payment of the total Incremental Generation Charges, absent the termination, would have been paid by the Customer over the remaining balance of the Minimum Term. For purposes of this Section 4.3.2, the Exit Fee will be calculated based on the Incremental Generation Charges in effect at the time of the termination as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

4.3.3. In the event the Customer terminates this Agreement after the In-Service Date, but fails to provide the Company with at least two (2) years' advance written notice in accordance with Section 4.2.1, the Customer shall be responsible for payment of an Exit Fee equal to the Net Present Value of the accelerated payment of the total Incremental Generation Charges that (i) would have been paid by the Customer over the two (2) year notice period, or (ii) would, absent the termination, have been paid by the Customer over the remaining balance of the Minimum Term, whichever is longer. For purposes of this Section 4.3.3, the Exit Fee will be calculated based on the Incremental Generation Charges in effect at the time of the termination as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

4.4. Survival.

4.4.1. In addition to any other provisions of this Agreement that, by their terms, survive the termination of this Agreement, the following rights, obligations, or provisions survive the termination of this Agreement: (i) obligations of a Party to the other Party to pay any amounts or to perform any duties or obligations that accrued or arose prior to, that directly resulted from, or that contemplate performance following, the termination of this Agreement; (ii) Section 4.3; (iii) Section 15; (iv) Section 18 (which survive through the conclusion of the statute of limitations period applicable to any potential third-party claim or the resolution of any then outstanding third party claim, if later); (v) Section 22; (vi) Section 23; and Section 24.5.

5. System Studies. The effectiveness of this Agreement is conditioned on:

5.1. The Customer making the deposit(s) required for the Company to undertake and complete the System Studies.

5.2. The Company having provided the System Studies to the Customer on_____day of _____.

5.3. The Customer timely accepting and agreeing to the results of such the System Studies by executing an "FPL Construction and Operating Agreement" and paying any required CIAC Payments pursuant to Section 12.

6. Service.

(Continued on Sheet No. 9.966)

(Continued from Sheet No. 9.965)

6.1. Unless otherwise determined by the Company, all electric service provided by the Company for the Customer Facility shall be furnished through one primary meter at the available transmission voltage.

6.2. Unless otherwise determined by the Company, all service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher.

6.3. Interruption of Service.

6.3.1. The Company will use Prudent Utility Practice to furnish electric service consistent with the Company Tariff.

6.3.2. The Parties agree that interruptions or partial interruptions may occur or electric service may be curtailed, become irregular, or fail as a result of a variety of events and circumstances, including: (i) a Force Majeure Event; (ii) fuel or capacity shortages; (iii) breakdown or damage to the Company's generation, transmission, or distribution facilities; (iv) repairs or changes in the Company generation, transmission, or distribution facilities; (v) events of an emergency or as necessary to maintain the safety and integrity of the Company System; and (vi) ordinary negligence of the Company's employees, servants, or agents. In any such case, the Company will not be liable for any damages whatsoever, including loss of revenues or production.

6.3.3. If the Company interrupts or partially interrupts service to Customer through automated or manual action due to an emergency event or as necessary to maintain the safety and integrity of the Company System in accordance with Section 6.3.2, Company will provide notice to Customer in accordance with Section 9.10. In any such event, Customer shall not reconnect or restore service with the Company System, either manually or through auto-restoration type of devices on the Customer Electric Equipment or by electrical bypass, unless and until notified by the Company.

6.3.4. If the Customer interrupts or partially interrupts load being served by the Company through automated or manual action due to an emergency event or as necessary to maintain the safety and integrity of the Customer's equipment, Customer will provide notice to Company in accordance with Section 9.10. In any such event, Customer shall not restore load back onto the Company System, unless and until coordinated with the Company.

6.3.5. In the event the Customer Facility's reliability requirements exceed those provided by the Company in accordance with the Company Tariff, then Customer must advise the Company and install or contract for additional facilities with increased resiliency and reliability as may be required; provided, the Company will not, under any circumstances, be required to provide one hundred percent (100%) reliability or uninterrupted electric service. The Customer requesting facilities that are not usual and customary may be required to pay a contribution in aid of construction based on the incremental cost of the requested facilities.

7. Generation Resource(s).

7.1. The Company, in its sole discretion, will select the resource(s) that will serve the Contract Demand in a manner consistent with the Company's total system resource planning processes and the applicable Ten-Year Site Plan approved by the Commission.

7.2. The Customer has no right or entitlement to select the type, characteristics, size, or location of the Company System, including the generation resource(s) to be used by the Company to serve the Contract Demand or Customer Facility under this Agreement.

7.3. The Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits ("RECs") from the Company to the extent such RECs are available. Any such purchases shall be separately contracted between the Customer and the Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to the Customer and the Company.

8. Customer Facility.

8.1. The Customer Facility is located at a Single Location with the following service location

_____ _____("Premises").

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8.2. The Parties agree that the maximum Contract Demand with respect to the Customer Facility shall not exceed _____MW. Customer shall not add or install additional load to the Customer Facility at the Premises above the Contract Demand without Company's prior written approval and without first having provided a deposit(s) to the Company for purposes of undertaking and completing the System Studies, as applicable, associated with interconnecting and serving such additional load and, if applicable, entering into a new LLCS Service Agreement and satisfying any other requirements the Company may reasonably request.

8.3. The Parties agree that the Load Factor for the Customer Facility is projected to be 85% or more.

8.4. The Parties agree to the Load Ramp Demand and Load Ramp Period for the Customer Facility as set forth in Appendix A.

9. Construction, Ownership, Operation, and Management of Electrical Facilities.

9.1. In the System Studies and the FPL Construction and Operating Agreement, the Parties have identified certain equipment that must be designed, engineered, procured, permitted, constructed, owned, operated, and maintained in order that the Company can deliver and the Customer can accept retail electric service at transmission voltage for the Customer Facility at the Premises.

9.2. Unless otherwise mutually agreed by the Parties, the Customer shall be responsible to acquire all Federal, state, local, and other Governmental Authority permits, licenses, or other approvals that may be required for the development of the site for the Customer Facility and the construction, operation, and maintenance of the Customer Facility, as well as to comply with and satisfy any conditions imposed on any such approvals. For the avoidance of doubt, this Section 9.2 shall include approvals necessary for the benefit or on behalf of any Company Facilities to be located and constructed on the site for the Customer Facility or otherwise on land owned or leased by the Customer or Affiliates of the Customer. The Customer shall be solely responsible for all costs associated with the approvals under this Section 9.2.

9.3. All Customer Electrical Equipment and any related facilities necessary for Customer to receive and utilize the power and energy delivered hereunder shall be procured, permitted, installed, paid for, owned, operated, and maintained by the Customer in accordance with Applicable Law and Prudent Utility Practice.

9.4. The Customer shall, at its sole cost and expense, construct, own, operate, and maintain the Customer Electrical Equipment or Customer Facility in accordance with the terms and conditions of the FPL Construction and Operating Agreement.

9.5. The Customer shall not operate any equipment in a manner that will cause voltage disturbances on the Company System. The Customer shall, during the term of this Agreement, protect, defend, indemnify, and hold the Company and the Company Entities free and unharmed from and against any third-party liabilities whatsoever resulting from or in connection with the Customer's failure to adhere to the foregoing provisions of this Subsection 9.5.

9.6. The Company will use Commercially Reasonable Efforts to (i) design, engineer, procure, permit, construct, own, operate, and maintain the Company Facilities in accordance with Applicable Law and Prudent Utility Practice; and (ii) operate such Company Facilities, in a manner consistent with Prudent Utility Practices, that protects the Customer Electric Equipment, including the Customer Facility, from transients, faults, and other operating contingencies consistent with the Interruption of Service in Section 6.3.

9.7. Reliability Standards.

9.7.1. The Customer will be responsible for compliance with all Reliability Standards applicable to the Customer Electrical Equipment; and the Company will be responsible for compliance with all Reliability Standards applicable to the Company System. Each Party will be responsible for the costs of compliance with such Reliability Standards for their respective facilities and systems, including (a) costs associated with modifying their respective facilities or systems to comply with changes in such Reliability Standards; and (b) any financial penalties for non-compliance.

9.7.2. Each Party agrees to share data or documentation to the other Party as may be required to demonstrate a Party's compliance with the Reliability Standards where an individual Party has possession of data or documentation necessary for the other Party to demonstrate compliance.

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9.8. Right of Installation. Each Party will make space available to the other Party suitable for the installation by such other Party of necessary equipment, apparatus, and devices required for the performance of this Agreement.

9.9. Disconnection. Except in the case of an Emergency, a Force Majeure Event, or a requirement to comply with Reliability Standards or Applicable Law, the Parties will consult reasonably with each other prior to disconnecting the Customer Facility from the Company Facilities.

9.10. Outages. In accordance with Prudent Utility Practice, each Party may, in cooperation with the other Party, remove from service its system elements that may affect the other Party's system as necessary to perform maintenance or testing or to replace installed equipment. Absent the existence of an Emergency, a Force Majeure Event, or a requirement to comply with Reliability Standards or Applicable Law, the Party scheduling such maintenance, testing or replacement will use good faith efforts to schedule such maintenance, testing or replacement on a date mutually acceptable to both Parties, in accordance with Prudent Utility Practice. The Parties will comply with all current Company reporting requirements, as they may be revised from time to time, and as they apply to the Customer or the Company.

9.11. Emergency. In the event of an Emergency, the affected Party will provide prompt notice of such Emergency to the other Party and may, in accordance with Prudent Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and loss.

9.12. Safety Standards.

9.12.1. The Parties agree that all work performed under this Agreement will be performed in accordance with all Applicable Law, standards, practices, and procedures pertaining to the safety of persons or property. To the extent a Party performs work on the other Party's property, the Party performing work will also abide by the safety, or other access rules applicable to such other Party's property.

9.12.2. Each Party will be solely responsible for the safety and supervision of its own employees, agents, representatives, and contractors.

9.13. Environmental Considerations.

9.13.1. Each Party will remain responsible for compliance with all Applicable Laws with respect to the environment and applicable to its own respective property, facilities, and operations. Each Party will promptly notify the other Party upon discovering any release of any hazardous substance by it on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of the other Party and will promptly furnish to the other Party copies of any reports filed with any Governmental Authority addressing such events.

9.13.2. The Party responsible for the release of any hazardous substance on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of, the other Party will be responsible for the reasonable costs, fees and expenses of performing any and all remediation or abatement activity and submitting all reports or filings required by Applicable Law.

10. In-Service Date.

10.1. The Parties agree that the estimated "In-Service Date" is the date that the Company plans to install and place in-service the facilities and capacity necessary to provide electric service to the Customer Facility, which date shall not occur before the later of: (i) the date that construction of the electric facilities necessary to interconnect the Customer Facility with the Company System is complete; or (ii) the date which the Company has sufficient generation capacity to safely and adequately serve the Customer Facility consistent with the Company's standard total system resource planning process.

10.2. Subject to Section 10.1 above, the Parties agree that the initial, estimated In-Service Date is_____. The Company shall use Commercially Reasonable Efforts to meet this estimated In¬ Service Date; provided, however, that the Parties understand the Company has no obligation to provide electric service to the Customer Facility (i) unless and until there is sufficient generation capacity to provide such service, or (ii) if providing such service would affect the safe and adequate service or voltage to other customers served by the Company.

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10.3. If the Company determines that it is unable to meet the estimated In-Service Date for any reason, the Company will notify Customer and describe the reasons for any delay and the Parties agree to collaborate and use Commercially Reasonable Efforts to agree upon an updated estimated In-Service Date.

10.4. Notwithstanding the foregoing provisions of this Section 10, the "In-Service Date" for all purposes of this Agreement shall be the latest to occur of (x) the date on which the Company completes the installation of the facilities and capacity necessary to begin providing service to the Customer Facility, (y) the satisfaction of Section 10.1(i), and (z) the satisfaction of Section 10.1(ii).

11. Security Requirements.

11.1. No later than five (5) days after the Effective Date, the Customer shall provide Performance Security in an amount equal to the Security Amount. Such Performance Security shall be maintained until the later of (i) expiration of the Term or earlier termination pursuant to the terms of this Agreement, and (ii) the date on which the Customer has satisfied in full all of its obligations under this Agreement ("Security Term").

11.1.1. For Customers that satisfy the Credit Requirements, the Security Amount shall be equal to the net present value of five (5) years of Incremental Generation Charge revenues.

11.1.2. For Customers that do not satisfy the Credit Requirements, the Security Amount shall be equal to the net present value of ten (10) years of Incremental Generation Charge revenues.

11.1.3. For Customers not rated by a nationally recognized Rating Agency, the Security Amount shall be equal to either (i) the present value of five (5) years of Incremental Generation Charge revenues or (ii) the present value of ten (10) years of Incremental Generation Charge revenues based on the Company's assessed credit worthiness of the Customer as determined through Company's internal rating system.

11.2. So long as Customer's Parent satisfies the Credit Requirements, the Customer may provide as security a guaranty from Customer's Parent substantially in the form provided as Appendix B, duly executed by Customer's Parent for the benefit of the Company ("Parent Company Guaranty"). Provided, however, the Parent must have sufficient net available liquidity of more than the five years of the Security Amount, which will be subject to an annual review.

11.3. If, at any time during the Security Term, Customer's Parent fails to satisfy the Credit Requirements, the Customer shall provide, in lieu of such Parent Company Guaranty, either (i) a Letter of Credit, (ii) cash deposit in escrow, (iii) Surety Bond, or (iii) a combination of the foregoing, in each case equal to the Security Amount. If, at any time during the Security Term, Customer's Parent meets the Credit Requirements, the Customer may replace the then-posted Performance Security with a Parent Company Guaranty. In addition, the Company may consider, at its sole discretion, on-demand payment bonds as a supplemental security instrument for specific values and durations.

11.4. Any amounts owed by the Customer to the Company under this Agreement and Rate Schedule LLCS-[1 or 2] (other than disputed amounts) and not satisfied within thirty (30) days of becoming due and owing may be satisfied by the Company by a draw upon the Customer's Performance Security until such Performance Security has been exhausted.

12. Contribution-In-Aid of Construction (CIAC).

12.1. Within forty-five (45) days from the date of this Agreement, the Customer shall make all payments required by and calculated pursuant to the CIAC rule set forth in the Company Tariff in effect at the time of the payment (such payments, the "CIAC Payments").

12.2. Unless otherwise mutually agreed by the Parties, a failure to timely remit the CIAC Payments shall render this Agreement and any associated System Studies null and void. Any renewed or new requests by Customer to interconnect the same or similar Customer Facility or Customer Electrical Equipment shall require deposit(s) for new System Studies and a new LLCS Service Agreement.

12.3. The Company has no obligation to begin any construction related activities, including ordering or acquiring any necessary equipment, associated with extending electric service to the Customer Facility unless and until receipt of the CIAC Payments.

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13. Rates, Rules, and Regulations.

13.1. The Company agrees to furnish and deliver, and the Customer agrees to take and receive, power pursuant to the rates, rules, and regulations set forth in Rate Schedule LLCS-[1 or 2] of the Company Tariff, which is provided as Appendix C to the Agreement.

13.2. Service under this Agreement is subject to (i) orders of Governmental Authorities having jurisdiction, (ii) Rate Schedule LLCS-[1 or 2] (including the monthly rate components), and (iii) the Company Tariff. Any change approved by the Commission with respect to the foregoing shall be effective on its approval date and shall apply prospectively to service under this Agreement.

14. [RESERVED]

15. Notice

15.1. All notices, requests, statements, demands, and other communications under this Agreement must, unless otherwise specified herein, be in writing and delivered in person or sent by e-mail, reliable overnight delivery service, or registered or certified mail, postage prepaid to the address of the Party specified in Appendix D. A notice sent by e-mail shall be effective if receipt is acknowledged by the intended recipient and, if so, shall be deemed received on the Business Day on which such Notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next Business Day). Notice by United States mail, or hand delivery is effective on the day actually received, if received during a Business Day, and otherwise shall be effective at the beginning of the next Business Day. Notice by overnight delivery service is effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

16. Force Majeure Events

16.1. Excuse. Subject to Section 16.2 below, and except as expressly set forth herein, neither Party will be considered to have breached its obligations under this Agreement if performance of such obligations is prevented due to a Force Majeure Event.

16.2. Definition. For purposes of this Agreement, "Force Majeure Event" means, subject to Section 16.3, an event or condition that meets each of the following conditions: (w) is not attributable to the fault or negligence of the affected Party, (x) is caused by factors beyond that Party's reasonable control, and (y) the Party was or has been, as applicable, unable to prevent, avoid, or overcome the event, condition, or consequences thereof despite the exercise of commercially reasonable efforts. Force Majeure Events may include, but are not limited to: (i) explosion, sabotage, vandalism, or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement; (ii) war, riot, terrorism, insurrection, national emergency, acts of a public enemy, or other similar civil disturbance; (iii) floods, earthquakes, hurricanes, tornadoes, lightning, drought, fires (including wildfires), hailstorms, ice storms and other similar natural occurrences; (iv) action or inaction by any Governmental Authority; (v) pandemics and epidemics; (vi) for the avoidance of doubt, the failure of the Company to obtain any permits, consents or authorizations of any Governmental Authority to construct the Company Facilities after expending efforts consistent with Prudent Utility Practice; (vii) acts of God; or (viii) other similar occurrences beyond the affected Party's control.

16.3. Exclusion. Notwithstanding the definition set forth in Section 16.2, Force Majeure Event does not include, and may not be based on, the following events or conditions: (i) economic hardship of either Party; (iii) loss of the Customer's markets or the Customer's inability to use any portion of the generation capacity provided by Company to serve the Customer's Contract Demand for any particular purpose; or (iii) breakage or failure of equipment, other than as a result of a Force Majeure Event.

16.4. Claims of Force Majeure. In connection with any Force Majeure Event, the affected Party shall: (i) provide reasonably prompt notice of such Force Majeure Event to the other Party giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement, but in no event will such notice take longer than five (5) Business Days after becoming aware of the impact of such Force Majeure Event, subject in all cases to the affected Party's right to observe any safety precautions that it determines are required in connection with such Force Majeure Event, which may prolong a determination of impact; (ii) provide periodic updates during the continuance of the Force Majeure Event that (A) summarize the measures taken by the affected Party and that the affected Party plans to take in order to mitigate the impact of such Force Majeure Event and (B) provide an estimate of the expected duration of the period during which the performance by the affected Party of its material obligations under this Agreement will be prevented or adversely affected due to the Force Majeure Event; (iii) take commercially reasonable actions to correct or cure the event or condition excusing performance under this Agreement so that the suspension of performance or adverse impact is no greater in scope and no longer in duration than is dictated by the problem; and (iv) exercise commercially reasonable efforts to mitigate or limit damages to the other Party. The affected Party's failure to

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16.4. comply with any of its obligations in this Section 16.4 shall not prevent it from being excused from the performance of its obligations impacted by the Force Majeure Event, except to the extent that the other Party was actually prejudiced by such failure.

16.5. Resumption of Performance. The affected Party shall provide prompt notice to the other Party once it is able to resume performance of its obligations following the occurrence of a Force Majeure Event.

16.6. Termination Due To Force Majeure Event. In addition to and without limiting any other provisions of this Agreement, following the In-Service Date, if a Party is prevented from performing its material obligations under this Agreement due to (a) any single and then currently continuing Force Majeure Event for longer than three hundred and sixty-five (365) consecutive days, or (b) any Force Majeure Event(s) comprising more than three hundred and sixty-five (365) days in the aggregate in any twenty-four (24) month period, then in each case, either Party may terminate this Agreement early; provided that (i) Customer shall pay the Exit Fee pursuant to Section 4.3.2, and (ii) each Party will remain liable to the other Party for obligations that arose prior to termination

17. Assignment.

17.1. Consent Required. Except as provided in this Section 17, neither Party may assign or otherwise transfer this Agreement or its rights or obligations hereunder without the other Party's prior written consent, which consent may not be unreasonably delayed, conditioned, or withheld. Any assignment or other transfer in violation of this provision is null and void.

17.2. Permitted Assignment. Notwithstanding the foregoing:

17.2.1. The Customer's consent is not required for the Company to assign or transfer this Agreement or its rights or obligations hereunder with respect to: (i) transactions between or among Affiliates of the Company, including any corporate reorganization, merger, combination or similar transaction or transfer of assets or ownership interests between or among Affiliates of Company; or (ii) Change of Control of the Company. The Company shall notify the Customer of any such assignment or transfer no later than fifteen (15) days after the assignment or transfer.

17.2.2. The Company's consent is not required for the Customer to assign, transfer, or otherwise pledge this Agreement or its rights or obligations hereunder with respect to: (i) a Change of Control of the Customer; (ii) for collateral purposes to a Facility Lender (or for such Facility Lender, after exercising its foreclosure rights, to assign this Agreement to a third party); or (iii) transactions between or among Affiliates of the Customer, including any corporate reorganization, merger, combination or similar transaction, or transfer of assets or ownership interests between or among Affiliates of the Customer; provided, in each case (other than pursuant to a collateral assignment to a Facility Lender), that (x) the Credit Rating applicable successor, surviving entity, assignee or transferee, immediately after giving effect to such event is equal to or greater than the Credit Rating of the Customer (y) no Event of Default shall have occurred and be continuing immediately before, or can reasonably be expected to occur upon or as a result of, such assignment or transfer, and (z) such assignee or transferee has assumed in writing all of the obligations of the Customer under this Agreement (including the Customer's obligations to post and maintain security under Section 11) and has agreed to be bound by all the terms and conditions of this Agreement accruing or arising from and after the effectiveness of such assignment or transfer. The Customer shall notify the Company of any such assignment or transfer no later than fifteen (15) days after the assignment or transfer.

17.2.3. For any permitted collateral assignment under Section 17.2.2, the Company will execute a consent and agreement to enable such assignment as reasonably required by a Facility Lender. Any assignment to a Facility Lender will not relieve the Customer of its obligations or liabilities under this Agreement. The Company has no obligation to provide consent, or enter into any agreement, or that would materially increase the Company's obligations under this Agreement or that would be reasonably expected to adversely affect the Company. The Customer will pay directly or reimburse the Company for its reasonable out-of-pocket expenses incurred in the negotiation of any documents requested by the Customer or a Facility Lender under this Section 1

18. Indemnity.

18.1. The Company and the Customer shall defend (with respect to third-party claims), indemnify, and hold each other, and their respective officers, directors, employees, and agents, harmless from and against all third-party claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "Losses") for personal injury or death to persons and damage to each other's physical property or facilities or the property of any other person to the extent arising out of, resulting from, or caused by the negligent or intentional and wrongful acts, errors, or omissions of the indemnifying Party. This obligation to indemnify, defend, and hold harmless applies notwithstanding any negligent or intentional acts, errors or omissions of the indemnitees but the indemnifying Party's liability to pay Losses to the indemnified Party shall be reduced in proportion to the

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18.1. percentage by which the indemnitees' negligent or intentional acts, errors or omissions caused the Losses. Each Party's obligation to indemnify, defend, and hold harmless does not apply to Losses resulting from the sole negligence or willful misconduct of the potential indemnitee. An indemnitee that becomes entitled to indemnification or defense under this Section must notify the indemnifying Party of any claim or proceeding in respect of which it is to be indemnified or defended as soon as reasonably practicable after the indemnitee obligated to give such notice becomes aware of such claim or proceeding. Failure to give such notice shall not excuse the obligation to indemnify or defend except to the extent failure to provide notice adversely affects the indemnifying Party's interests in a material respect. The indemnifying Party shall, within 30 days after the date the indemnifying Party is notified of any such claim, assume the defense thereof with counsel designated by the indemnifying Party but reasonably acceptable to the indemnitee; except that if the defendants in any such action include both the indemnitee and the indemnifying Party or if the claim seeks an order of injunctive relief or other equitable remedies, involves criminal liability, or involves any Governmental Authority, then the indemnitee shall have the right to select and be represented by separate counsel designated by the indemnitee, at the expense of the indemnifying Party. If the indemnifying Party fails to assume the defense of a claim as required under this Agreement, the indemnitee may, at the expense of the indemnifying Party, contest, settle, or pay such claim and the indemnifying Party shall be bound by the results obtained by the indemnitee with respect to such claim. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

19. Risk of Loss.

19.1. The Parties agree that title to, and risk of loss relate to, the energy delivered pursuant to this Agreement shall transfer from Company to Customer at the Point of Delivery.

19.2. Except under situations of gross negligence or intentional wrongdoing, including, without limitation, willful misconduct, by the other Party, each Party will have the full risk of loss for its own property and material, and each Party will obtain and maintain insurance coverage accordingly under its own insurance and risk management procedures. To the extent permitted by each Party's insurer, at no additional cost to that Party, each Party will require its property insurer to waive the right of subrogation.

20. Events of Default.

20.1. The occurrence with respect to a Party of any of the following events or conditions constitutes an event of default with respect to such Party (an "Event of Default"):

20.1.1. Such Party becomes Bankrupt;

20.1.2. Such Party assigns or transfers this Agreement other than in accordance with Section 17;

20.1.3. Customer materially breaches any provision of this Agreement, Rate Schedule LLCS-[1 or 2], or the Company's Tariff and fails to cure any such breach within ninety (90) days after written notice by Company of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such ninety (90) day period, then Customer will have additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure; and

20.1.4. Company materially breaches any provision of this Agreement, and fails to cure any such breach ninety (90) days after written notice by Customer of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such ninety (90) day period, then Company will have additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure the breach, so long as Company promptly commences and diligently pursues the cure.

20.2. Termination for Event of Default. If a Party fails to cure an Event of Default within the applicable cure period, and the default is not contested pursuant to the dispute resolution process set forth in Section 22, the non-defaulting Party will have the right to terminate this Agreement.

20.2.1. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Agreement at the end of the ninety (90) day notice period (the "Termination Period"); provided, if the Customer cures the Event of Default or other compliance deficiencies described by the Company, to the Company's satisfaction in its sole discretion, prior to the end of the Termination Period, the Company shall not terminate this Agreement.

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21. Jurisdiction.

21.1. This Agreement is subject to the jurisdiction of the Commission as part of the provision of retail electric service by the Company to the Customer pursuant to the Company's Tariff.

22. Dispute Resolution and Venue.

22.1 If a dispute arises between the Parties regarding this Agreement, either Party will give written notice to the other Party. If the Parties are unable to resolve the dispute between themselves within sixty (60) days, either Party may submit the dispute to a court of competent jurisdiction in Florida, or in the United States District Court having jurisdiction in Florida, and each Party agrees that each such court shall have personal jurisdiction over it with respect to such proceeding, and waives any objections it may have, and expressly consents, to such personal jurisdiction.

1. Limitation on Consequential, Incidental, and Indirect Damages.

1.1. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CUSTOMER NOR COMPANY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED; PROVIDED, HOWEVER, THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT THE LIABILITY OR DAMAGES UNDER ANY THIRD-PARTY CLAIMS OR THE LIABILITY OR DAMAGES OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS SECTION 23 SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS CONTRACT. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WAIVER OF A PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF.

2. Miscellaneous.

2.1. Confidentiality. With respect to the treatment of confidential information, the Parties shall remain subject to that certain Confidentiality Agreement by and between the Parties dated as of_____(the "Confidentiality Agreement"); provided, that, during the Term, the terms of the Confidentiality Agreement will govern this Agreement, notwithstanding any earlier termination or expiration of the Confidentiality Agreement.

2.2. No Third-Party Beneficiary. Except as expressly provided herein (including with respect to Section 17 and Section 18), this Agreement is for the sole and exclusive benefit of the Parties and is not intended to create a contractual relationship with, or cause of action or other rights in favor of, any Person other than the Parties.

2.3. Subcontractors and Agents.

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(Continued from Sheet No. 9.973)

20.3.1. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor or agent as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors and agents to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor or agent.

20.3.2. The creation of any subcontract or agency relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor or agent the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Company be liable for the actions or inactions of Customer or its subcontractors or agents with respect to obligations of Customer. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor or agent of such Party.

20.3.3. The obligations under Section 24.3 will not be limited in any way by any limitation of subcontractor's or agent's insurance.

20.4. Headings. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein and are to be ignored for the purposes of construction.

20.5. Governing Law. This Agreement will be interpreted and governed by the laws of the State of Florida, without regard to its conflict of laws' provisions.

20.6. No Joint System. The Parties each own and operate separate interconnected electric systems, and no provision of this Agreement will be interpreted to mean or imply the Parties have established or intend to establish a jointly-owned electric system, a joint venture, trust, a partnership, or any other type of association.

20.7. Relationship to Tariffs. The Parties acknowledge that all the rights and obligations identified in the Company's Tariff will apply to this Agreement, and nothing contained herein will abrogate any of the rights or entitlements of the Company or the Customer pursuant to the Tariff other than as explicitly set forth in this Agreement, subject to any required approval of the Commission or other applicable regulatory authority for the provision of retail electric service to the Customer. In the event any term of this Agreement conflicts with the Tariff, the terms of this Agreement will control.

20.8. Entire Agreement and Amendment. This Agreement, together with all appendices attached hereto, constitutes the entire agreement between the Parties and supersedes any and all prior oral or written understandings. Except as provided in Sections 10.3 and 13.2, no amendment, addition to, or modification of any provision hereof is binding upon the Parties, and neither Party will be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification, or waiver is in writing and signed by a duly authorized officer or representative of each Party.

20.9. Waiver. The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Agreement, or to take advantage of any of its rights thereunder, will not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same will be and remain at all times in full force and effect.

20.10. Severability. If any Governmental Authority holds or declares that any provision of this Agreement is invalid, or if, as a result of a change in any Applicable Law, any provision of this Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Agreement not affected thereby will continue in full force and effect. In such an event, the Parties will promptly renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

20.11. Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart will have the same force and effect as an original instrument.

(Continued on Sheet No. 9.975)

(Continued from Sheet No. 9.974)

In Witness Whereof, the Parties have caused this Agreement to be duly executed as of the date first written above.

FLORIDA POWER & LIGHT COMPANY

By:_____

Title:_____

Witness:_____

Date:_____

CUSTOMER NAME]

By:_____

Title:_____

Witness:_____

Date:_____

(Continued on Sheet No. 9.976)

(Continued from Sheet No. 9.975)

Appendix A

Load Ramp Demand and Load Ramp Period

[To be Inserted]

(Continued on Sheet No. 9.977)

(Continued from Sheet No. 9.976)

Appendix B

Parent Company Guaranty

[To be inserted]

(Continued on Sheet No. 9.978)

(Continued from Sheet No. 9.977)

Appendix C

Rate Schedule LLCS-[1 or 2]

[To be Inserted]

(Continued on Sheet No. 9.979)

(Continued from Sheet No. 9.978)

Appendix D

Notices

(Continued on Sheet No. 9.980)

(Continued from Sheet No. 9.979)

Addresses for Notices

For Customer:	For Company:
With Copies to:	
For Operational Matters:	

(Continued on Sheet No. 9.981)

(Continued from Sheet No. 9.980)

Appendix E

Form Irrevocable Standby Letter of Credit

(Continued on Sheet No. 9.982)

(Continued from Sheet No. 9.981)

FORM IRREVOCABLE STANDBY LETTER OF CREDIT

[ISSUING BANK] IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: [Date of issuance]

Florida Power & Light Company ("Beneficiary")
Attention: [Contact Person]

Applicant
Name and address

Re: [ISSUING BANK] Irrevocable Standby Letter of Credit No.

Sirs/Mesdames:

We hereby establish in favor of Beneficiary (sometimes alternatively referred to herein as "you") this Irrevocable Standby Letter of Credit No. _____ (the "Letter of Credit") for the account of _____ ("Company"), located at _____, effective immediately and expiring on the date determined as specified in numbered paragraph 5 below.

We have been informed that this Letter of Credit is issued pursuant to the terms of that certain LLCS Service Agreement, dated as of _____, between Company and Beneficiary (as amended, restated, supplemented, or otherwise modified from time to time, the "Agreement").

1. Stated Amount. The maximum amount available for drawing by you under this Letter of Credit shall be [written dollar amount] United States Dollars (US$ [dollar amount]) (such maximum amount referred to as the "Stated Amount").

2. Drawings. A drawing hereunder may be made by you on any Business Day on or prior to the date this Letter of Credit expires by delivering to us in accordance with the instructions below, a copy of this Letter of Credit together with a Draw Certificate executed by an authorized person substantially in the form of Attachment A hereto (the "Draw Certificate"), appropriately completed and signed by your authorized officer. Partial drawings and multiple presentations may be made under this Letter of Credit. Draw Certificates under this Letter of Credit may be presented by Beneficiary by means of facsimile to our fax no. [fax number] or original documents sent by overnight delivery or courier to [issuing bank] at our address set forth above, Attention: [contact for presentation] (or at such other address as may be designated by written notice delivered to you as contemplated by numbered paragraph 8 below).

3. Time and Method for Payment. We hereby agree to honor a drawing hereunder made in compliance with this Letter of Credit by, at sight, transferring in immediately available funds the amount specified in the Draw Certificate to such account at such bank in the United States as you may specify in your Draw Certificate. If the Draw Certificate is presented to us at such address by 12:00 noon, Eastern Standard Time, on any Business Day, payment will be made not later than our close of business on third succeeding Business Day and if such Draw Certificate is so presented to us after 12:00 noon, Eastern Standard Time, on any Business Day, payment will be made on the fourth succeeding Business Day. In clarification, we agree to honor the Draw Certificate as specified in the preceding sentences, without regard to the truth or falsity of the assertions made therein.

4. Non-Conforming Demands. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice not later than two Business Days following receipt that the demand for payment was not effectuated in accordance with the terms and conditions of this

(Continued on Sheet No. 9.983)

(Continued from Sheet No. 9.982)

Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effectuated in conformity with this Letter of Credit, you may correct any such non-conforming demand and re-submit on or before the then current expiry date.

5. Expiration, Initial Period and Automatic Extension. The initial period of this Letter of Credit shall terminate on [one year from the issuance date] (the "Initial Expiration Date"). The Letter of Credit shall be automatically extended without amendment for one (1) year periods from the Initial Expiration Date or any future expiration date, unless at least sixty (60) days prior to any such expiration date we send you notice by registered mail or courier at your address first shown (or such other address as may be designated by you as contemplated by numbered paragraph 8) that we elect not to consider this Letter of Credit extended for any such additional one year period. Notwithstanding the foregoing extension provision, this Letter of Credit shall automatically expire at the close of business on the date on which we receive a Cancellation Certificate in the form of Attachment B hereto executed by your authorized officer and sent along with the original of this Letter of Credit and all amendments (if any). Upon receipt by you of such notice of non-extension, you may draw hereunder up to the available amount, on or before the then current expiry date, against presentation to us of your Draw Certificate, appropriately completed and signed by your authorized officer.

6. Business Day. As used herein, "Business Day" shall mean any day on which commercial banks are not authorized or required to close in the State of Florida, and inter-bank payments can be effected on the Fedwire system.

7. Governing Law. THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE "ISP98"), AND AS TO MATTERS NOT ADDRESSED IN ISP98, BY THE LAWS OF THE STATE OF FLORIDA.

8. Notices. All communications to you in respect of this Letter of Credit shall be in writing and shall be delivered to the address first shown for you above or such other address as may from time to time be designated by you in a written notice to us. All documents to be presented to us hereunder and all other communications to us in respect of this Letter of Credit, which other communications shall be in writing, shall be delivered to the address for us indicated above, or such other address as may from time to time be designated by us in a written notice to you.

9. Irrevocability. This Letter of Credit is irrevocable.

10. Issuing Bank Charges. All of our charges are for the account of Applicant.

11. Complete Agreement. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for the ISP98. Neither this Letter of Credit (including Attachment A and Attachment B) nor any notice referred to herein, shall be deemed to incorporate by reference any document, instrument or agreement except as set forth above.

* * *

SINCERELY,
[ ]

_____ _____

Authorized Signature Authorized Signature

ADDENDUM NO. 1
TO
TO THE LLCS SERVICE AGREEMENT

This Addendum No. 1 to the LLCS Service Agreement ("Addendum No. 1") is entered into as of the date last signed below (the "Addendum Effective Date"), by and between Florida Power & Light Company ("Company") and _____ ("Customer"). Company and Customer are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into a LLCS Service Agreement dated _____, _____ ("Agreement"); and

WHEREAS, pursuant to Section 20.8 of the Agreement, the Parties desire to enter and be legally bound by this Addendum No. 1 to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation and Limitation

1.1. Capitalized terms not defined in this Addendum No. 1 have the meanings set forth in the Agreement.

1.2. This Addendum is hereby appended to, incorporated into, and made a part of the Agreement. Except as expressly set forth in this Addendum, all terms and conditions of the Agreement remain unchanged and in full force and effect.

1.3. Except as expressly stated herein, nothing in this Addendum No. 1 is intended to (a) amend the Agreement, (b) waive any other rights or remedies of the Company, or (c) create any commitments beyond those expressly stated in the Agreement or herein.

1.4. In the event of any inconsistency or conflict between this Addendum No. 1 and the Agreement, the Agreement will control, except to the extent of the express clarification set forth in Sections 2 and 3 herein.

2. Mitigation/Offset of Exit Fee for Early Termination

2.1. The Company hereby acknowledges and contractually agrees that, if the Agreement is terminated early in a circumstance where an "Exit Fee" would otherwise be payable under Section 4.3 of the Agreement (including, without limitation, Section 4.3.2 or 4.3.3), the Company has a duty to take commercially reasonable steps to mitigate damages consistent with prudent utility practice.

2.2. Consistent with that duty, the Company further acknowledges and contractually agrees that, following an early termination that gives rise to an Exit Fee under Section 4.3, the Company will consider commercially reasonable opportunities, if any, to (a) recontract the capacity associated

with the Incremental Generation Charges under the Agreement or (b) repurpose such capacity in another reasonable manner (collectively, "Replacement Arrangements"), in each case on terms the Company determines are reasonable and acceptable to the Company in its sole discretion. Any net proceeds the Company actually realizes from any Replacement Arrangements that are attributable to the terminated capacity (net of the Company's reasonable incremental and transaction costs, as determined by the Company) will be applied by the Company as a dollar-for-dollar offset/credit against the Exit Fee otherwise calculated under Section 4.3 (the "Mitigation Offset").

2.3. For the avoidance of doubt:

2.3.1. No obligation to recontract on unacceptable terms. Nothing in this Addendum No. 1 requires the Company to enter into any Replacement Arrangement on terms the Company determines, in its sole discretion, to be uneconomic, imprudent, operationally infeasible, inconsistent with reliability obligations, or otherwise not reasonable for the Company.

2.3.2. Confidentiality and limited transparency. The Company's efforts to pursue Replacement Arrangements may involve commercially sensitive or confidential information (including third-party pricing and terms). Accordingly, the Company will not provide the Customer with confidential underlying bids, term sheets, or third-party agreements.

2.3.3. Company determination controls for purposes of any voluntary reduction. The existence, timing, structure, and economics of any Replacement Arrangements, and the resulting Mitigation Offset (if any), will be determined by the Company in its sole discretion and based on the facts and circumstances known to the Company at the time. The Customer will have no approval rights with respect to such determinations, and any Mitigation Offset applied will reflect only the Company's actual ability to recontract or repurpose the relevant capacity as the Company reasonably determines.

2.3.4. Supporting documentation. The Company shall maintain reasonable books and records sufficient to support any Mitigation Offset. Upon the Customer's written request, the Company shall provide copies of such supporting documentation as are reasonably necessary to substantiate the Mitigation Offset; provided that the Company may redact confidential information and third-party sensitive information and may satisfy this obligation by providing summaries or excerpts where full copies are not reasonably available or would require consent of the disclosure of third-party confidential information that the Company is unable to obtain.

2.4. Nothing in this Section 1 of Addendum No. 1 is intended to expand any obligation beyond the Company's duty to take commercially reasonable steps to mitigate, nor to create any duty to achieve a particular mitigation outcome.

3. Exit Fee for Uncured Company Force Majeure Event

3.1. The Force Majeure framework in Section 16 of the Agreement recognizes that a Party may be excused from performance when prevented by a Force Majeure Event, subject to notice and mitigation efforts. Section 16.6 of the Agreement provides that a Party may terminate for a Force Majeure Event, and that the "Customer shall pay the Exit Fee pursuant to Section 4.3.2" if the Agreement is terminated pursuant to Section 16.6.

3.2. The Parties hereby clarify and contractually memorialize the intent under Section 16.6 of the Agreement as follows: If (i) the Company experiences a Force Majeure Event as defined in the Agreement, (ii) the Company is unable to cure such Force Majeure Event and resume performance under the Agreement in accordance with Sections 16.4 and 16.5 of the Agreement, and (iii) as a result the Agreement is terminated by the Company under Section 16.6, then the Company will not seek, invoice, or collect any outstanding Exit Fee from the Customer in connection with such termination.

3.3. This Section 3 of Addendum No. 1 is intended to reflect the Company's position and contractual commitment that the Customer should not bear an Exit Fee in the narrow circumstance where the Company's uncured Force Majeure Event prevents the Company from resuming performance pursuant to Section 16 of the Agreement. This Section 3 of Addendum No. 1 does not otherwise change the Customer's obligation to pay an Exit Fee for the Customer's termination due to a Force Majeure Event pursuant to Section 16.6 of the Agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart will have the same force and effect as an original instrument.

[Remainder of Page Left Intentionally Blank;

Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have caused this Addendum No. 1 to be duly executed by their duly authorized officers as of the Addendum Effective Date.

FLORIDA POWER & LIGHT COMPANY

By: _____

Name: _____

Title: _____

Witness: _____

Date: _____

[CUSTOMER]

By: _____

Name: _____

Title: _____

Witness: _____

Date: _____

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

City Clerk's Office City Of Pensacola
City Clerks Office - Legal Ads
Po Box 12910
Pensacola FL 32521-0001

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Pensacola News Journal, a newspaper published in Escambia County, Florida; with circulation in Escambia and Santa Rosa Counties; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Escambia County, Florida, or in a newspaper by print in the issues of, on:

PNJ Pensacola News_Journal 07/06/2026
PNJ pnj.com 07/06/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/06/2026

Legal Clerk

Notary, State of WI, County of Brown

5·15·27

My commission expires

Publication Cost:	$179.10	
Tax Amount:	$0.00	
Payment Cost:	$179.10	
Order No:	12455865	# of Copies:
Customer No:	1124787	0
PO #:	LSAR0549258	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

On Thursday, July 16, 2026, at 5:30 p.m. in the Council Chambers, 1st Floor of City Hall, 222 West Main Street, Pensacola, FL, the Pensacola City Council will conduct a public hearing to receive the benefit of citizen input for the purpose of considering:

TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS.

You are not required to respond or take any action regarding this notice; but if you wish to speak before City Council on this subject, you are invited to be present at the scheduled hearing. The agenda package can be accessed on the City's website upon availability: https://pensacolafl.portal.civicclerk.com/. The meeting may also be viewed live stream at: https://cityofpensacola.com/video.

If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need a record of the proceedings, and that for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans With Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

For additional information regarding this hearing, please call CITY COUNCIL STAFF AT 850-435-1680.

CITY OF PENSACOLA, FLORIDA

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.

LEGAL AD
ONE (1) TIME ONLY
July 6, 2026
July 6 2026
LSAR0549258

File #: 26-740 City Council 7/16/2026

PUBLIC HEARING

SPONSOR: Allison Patton, Council President

SUBJECT:

PUBLIC HEARING: REQUEST FOR FUTURE LAND USE AND ZONING MAP AMENDMENT - 1005 WEST LLOYD STREET

RECOMMENDATION:

That City Council conduct a Public Hearing on July 16, 2026, to consider a request to amend the City's Future Land Use Map and Zoning Map for the property located at 1005 West Lloyd Street.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan, but it is a necessary function of municipal government.

Duet Development, LLC is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1005 W. Lloyd Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1A, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential.

The property measures 150' wide and 140' deep and is 21,000 square feet in area. Under the current R-1AAA zone, it may be divided into two new parcels for single-family residential development. If the rezoning application is successful, it is the applicants' desire to subdivide the property into five new lots measuring 30'-wide for single-family residences. Under this scenario, a subdivision plat would not be required since the property contains sufficient parcel history for five lots. Additionally, new construction will be developed under the CRA Urban Design Overlay District standards, and an alleyway is to provide rear-loaded vehicular entry. A zoning analysis comparing R-1AAA and R-1A standards, along with their highest possible uses for 1005 W. Lloyd Street, is included.

Existing Zoning	Proposed Zoning	Existing FLU	Proposed FLU
R-1AAA	R-1A	LDR	MDR

PRIOR ACTION:

On June 9, 2026, the Planning Board voted 7:0 to recommend approval of the rezoning request.

FUNDING:

N/A

FINANCIAL IMPACT:

None

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

6/9/2026

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins, Associate City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Manager

ATTACHMENTS:

1. 1005 W. Lloyd Street Application
2. Planning Board Minutes June 9, 2026
3. Proposed Ordinance No. 10-26 FLUM
4. Business Impact Analysis Report
5. Proposed Ordinance No. 11-26 Zoning
6. Business Impact Analysis Report
7. OVERHEAD SLIDES

PRESENTATION: No

City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 26-663 | Planning Board | 6/9/2026

QUASI-JUDICIAL HEARING

SUBJECT:

Request for Zoning and Future Land Use Map Amendment for 1005 W. Lloyd Street

SUMMARY:

Duet Development, LLC is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1005 W. Lloyd Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1A, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential.

The property measures 150’ wide and 140’ deep and is 21,000 square feet in area. Under the current R-1AAA zone, it may be divided into two new parcels for single-family residential development. If the rezoning application is successful, it is the applicants’ desire to subdivide the property into five new lots measuring 30’ wide for single-family residences. Under this scenario, a subdivision plat would not be required since the property contains sufficient parcel history for five lots. Additionally, new construction will be developed under the CRA Urban Design Overlay District standards, and an alleyway is to provide rear-loaded vehicular entry. A zoning analysis comparing R-1AAA and R-1A standards, along with their highest possible uses for 1005 W. Lloyd Street, is included.

Existing Zoning	Proposed Zoning	Existing FLU	Proposed FLU
R-1AAA	R-1A	LDR	MDR

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

RECOMMENDED CODE SECTIONS

Sec. 12-3-3 Low-density residential land use district

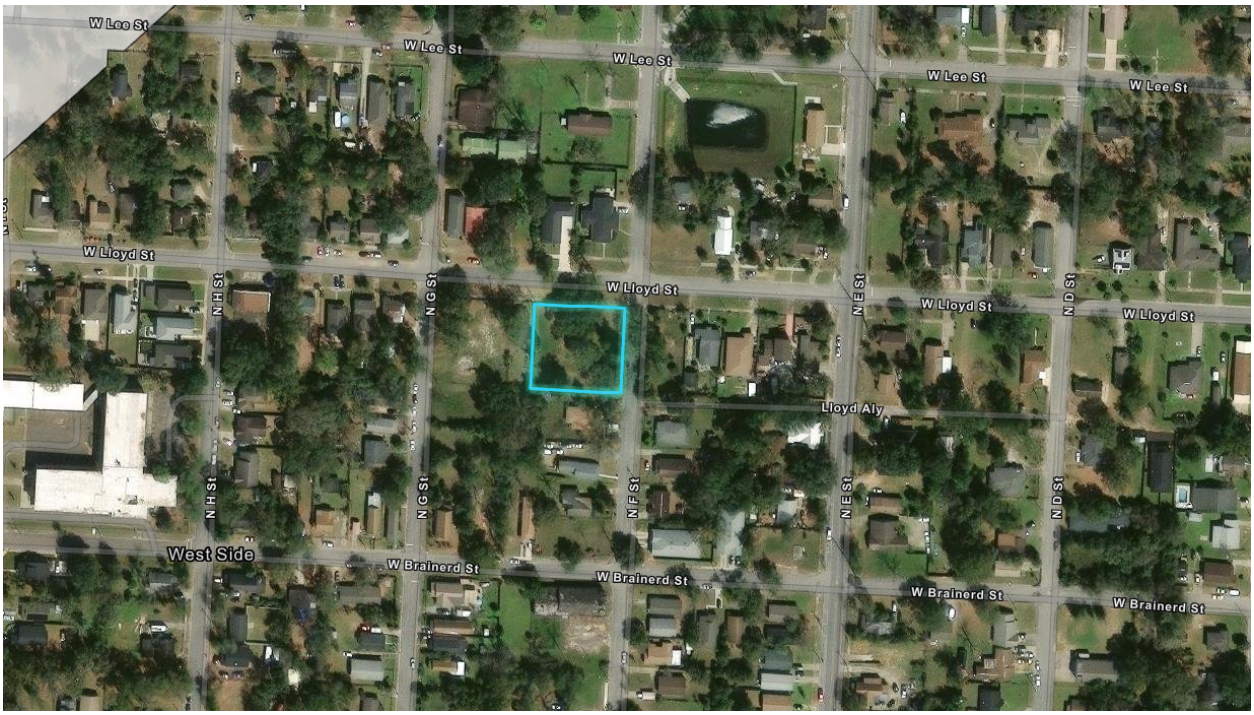
Sec. 12-3-4 Medium-density residential land use district regulations.

Sec. 12-11-3 Amendments

ATTACHMENTS:

1. 1005 W. Lloyd Street_Images
2. 1005 W. Lloyd Street_Application and Materials
3. Maps
4. 1005 W. Lloyd Street_Zoning Comparison R-1AAA to R-1AA
5. Sec._12_3_3.___Low_density_residential_land_use_district. (2)
6. Sec._12_3_4.___Medium_density_residential_land_use_district_regulations. (4)
7. Sec._12_11_3.___Amendments.
8. Review Comments_Rezoning

1005 W. Lloyd Street



REZONING

Please check application type:

	Comprehensive Plan / FLUM Amendment	
☐ **Conventional Rezoning**	☑ **(< 10 acres)**	☐ **(≥ 10 acres)**
Application Fee: $2,500.00	*$3,500.00*	*$3,500.00*
Rehearing/Rescheduling (Planning Board): $250.00	*$250.00*	*$250.00*
Rehearing/Rescheduling (City Council): $750.00	*$750.00*	*$1,000.00*

Applicant Information:

Name: Kostyantyn Bilyayev Date:

Address: 5337 Maverick Ln, Gulf Breeze, FL, 32563

Phone: 8503804689 Fax: Email: email on file

Property Information:

Owner Name: Duet Development LLC Phone: 850-380 4689

Location/Address: 1005 W Lloyd St., Pensacola, FL, 32501

Parcel ID: 00-0S-00-9050-014-051 Acres/Square Feet: 0.4821

Zoning Classification: Existing R1-AAA Proposed R1-A

Future Land Use Classification: Existing LDR Proposed MDR

Reason Rezoning Requested: SEE ATTACHED

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☐ No N/A

Is a survey being required by Development Services? ☐ Yes ☑ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 07 day of MAY, 2026.

K. Bilyayev
Applicant Signature

K. Bilyayev
Owner Signature

Kostyantyn Bilyayev
Applicant Name (Print)

Duet Development
Owner Name (Print)

Sworn to and subscribed to before me this 7th day of May, 2026

Jas Brooks

Name: Kostyantyn Bilyayev Commission Expires: 9/24/2029

JAMES E. BROOKS JR. NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires September 24, 2029
No. HH 724324

FOR OFFICE USE ONLY

Council District: 7 Date Received: 5.8.2026 Case Number:

Date Postcards mailed: 5.28.2026 Planning Board Date: 6.9.2026 Recommendation:

Committee Date: Council Date: Council Action:

Second Reading: Ordinance Number:

Rezoning Request for 1005 W Lloyd St

Reason for Rezoning

The request to rezone from **R-1AAA** to **R-1A** is driven by the necessity to align land use with both the historical density of the site and the current economic demands for **workforce housing**.

Historically, this specific lot accommodated five homes, indicating that the infrastructure and neighborhood fabric were originally designed for higher density than the current R-1AAA designation allows. Under the existing zoning, the high acquisition cost of the land ($150,000) creates a "land cost per unit" that makes the development of attainable housing mathematically impossible. By transitioning to **R-1A**, the project can achieve a density that distributes the land and utility costs across more dwellings, bringing the per-unit land cost closer to the **$40,000 threshold** required to deliver high-quality, functional homes to the local workforce.

Future Land Use & Community Impact

The proposed future use focuses on **"Missing Middle" residential development**. The intent is to revitalize a block currently characterized by vacant lots and distressed properties by introducing attractive, creative, and cost-efficient housing.

- **Affordability through Density:** By utilizing R-1A density and incorporating Accessory Dwelling Units (ADUs), the project can significantly lower the barrier to homeownership. While single-family homes in the area often command higher market prices, the addition of an ADU allows the development to achieve a cost of **under $200,000 per dwelling unit**. This creates a high-quality, attainable product for workforce families that would otherwise be priced out of new construction.
- **Site Design and Alley Access:** The development will utilize the **existing back alley for rear access** to the property. This design choice preserves the aesthetic integrity of the streetscape by eliminating the need for front-facing driveways and curb cuts. By shifting parking and service access to the rear, the project enhances pedestrian safety, promotes walkability along W Lloyd St, and maintains a clean, attractive frontage that contributes to the overall revitalization of the 32501 area.
- **Neighborhood Revitalization:** New construction will address the existing stigma of the area, replacing vacant land with high-aesthetic homes designed to attract a diverse clientele—from upper-level professionals to workforce families.
- **Strategic Urban Infill:** This development aligns with broader city goals of eliminating blight in the 32501 area and maximizing the use of existing utility connections (ECUA), ultimately fostering a more walkable and vibrant residential community.

Recorded in Public Records 5/5/2026 10:26 AM OR Book 9487 Page 169, Instrument #2026034838, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1,050.00

FIRST INTERNATIONAL TITLE

This document was E-Recorded

Robert Campbell

Prepared by and Return to:
Julie Messer, an employee of
First International Title, LLC
411 W Gregory Street
Pensacola, FL 32502

File No.: 264315-59

WARRANTY DEED

This indenture made on **May 04, 2026** by **John Marshall and Colleen Marshall,** whose address is: 3 Audusson Ave, Pensacola, FL 32507 hereinafter called the "grantor", to **Duet Development, LLC, a Florida limited liability company,** whose address is: 5337 Maverick Lane, Gulf Breeze, FL 32563, hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia** County, **Florida,** to-wit:

Lots 14, 15, 16, 17 and 18, Block 51, First Addition to North Hill Highlands, The Dallas Land Company's ReSubdivision of a part of the Dallas Tract, in the City of Pensacola, Escambia County, Florida, according to the Plat thereof, recorded in Deed Book 64, Page 572, of the Public Records of Escambia County, Florida.
Parcel Identification Number: 000S00-9050-014-051

The land is not the homestead of the Grantor under the laws and Constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2025.

FIRST
INTERNATIONAL TITLE

Prepared by and Return to:
Julie Messer, an employee of
First International Title, LLC
411 W Gregory Street
Pensacola, FL 32502

File No.: 264315-59

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In Witness Whereof, the grantor(s) has hereunto set their hand(s) and seal(s) the day and year first above written.

John Marshall

Colleen Marshall

Signed, sealed and delivered in our presence:

1st Witness Signature

Print Name: Julie A Messer

Address: 411 W. Gregory St. Pensacola, FL 32502

2nd Witness Signature

Print Name: Robert Competiello

Address: 411 W. Gregory St Pensacola, FL 32502

State of Florida

County of Escambia

The Foregoing Instrument Was Acknowledged before me by means of (x) physical presence or ( ) online notarization on May 4, 2026, by **John Marshall and Colleen Marshall,** who ( ) is/are personally known to me or who (x) produced a valid driver license as Identification.

Notary Public State of Florida
Julie A Messer
My Commission HH 503536
Expires 3/21/2028

Notary Public Signature
Printed Name:
My Commission Expires:

(NOTARY SEAL)

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Parcel ID:	000S009050014051
Account:	144090000
Owners:	DUET DEVELOPMENT LLC
Mail:	537 MAVERICK LANE GULF BREEZE, FL 32563
Situs:	1005 W LLOYD ST 32501
Use Code:	VACANT RESIDENTIAL - IMPROVED
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$94,500	$0	$94,500	$77,962
2024	$70,875	$80	$70,955	$70,955
2023	$70,875	$80	$70,955	$70,955

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data

Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records
05/04/2026	9487	169	$150,000	WD	N	
06/10/2025	9332	1767	$124,000	WD	N	
12/29/2021	8693	592	$85,000	WD	N	
03/31/2021	8514	1191	$100	QC	N	
02/09/2021	8465	1299	$100	QC	N	
08/03/2018	7943	867	$5,200	QC	N	
12/16/2013	7114	1610	$6,300	TD	N	
10/15/2013	7089	71	$100	CJ	N	
10/01/2013	7083	1509	$100	CJ	N	
09/26/2013	7081	76	$100	CJ	N	
09/26/2013	7081	72	$100	CJ	N	
06/11/2009	6470	1458	$100	OT	N	
12/1998	4341	1225	$100	QC	N	
08/1987	2457	933	$2,000	QC	N	
08/1987	2457	931	$6,000	WD	N	
01/1976	1015	70	$100	QC	N	

Official Records Inquiry courtesy of Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LTS 14 15 16 17 & 18 BLK 51 1ST ADDN NORTH HILL HIGHLANDS PLAT DB 64 P 572 OR 487P 169 CA 107

Extra Features

None

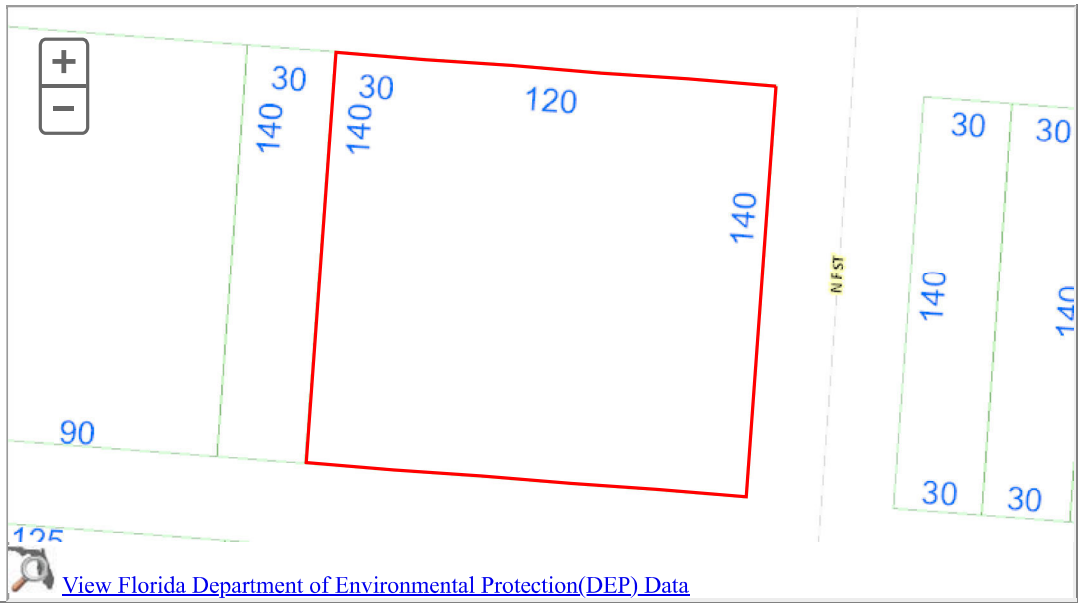
Parcel Information

Launch Interactive Map

Section Map Id:
CA107

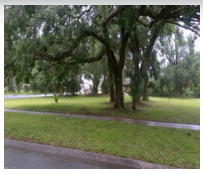
Approx. Acreage:
0.4821

Zoned:
R-1AAA



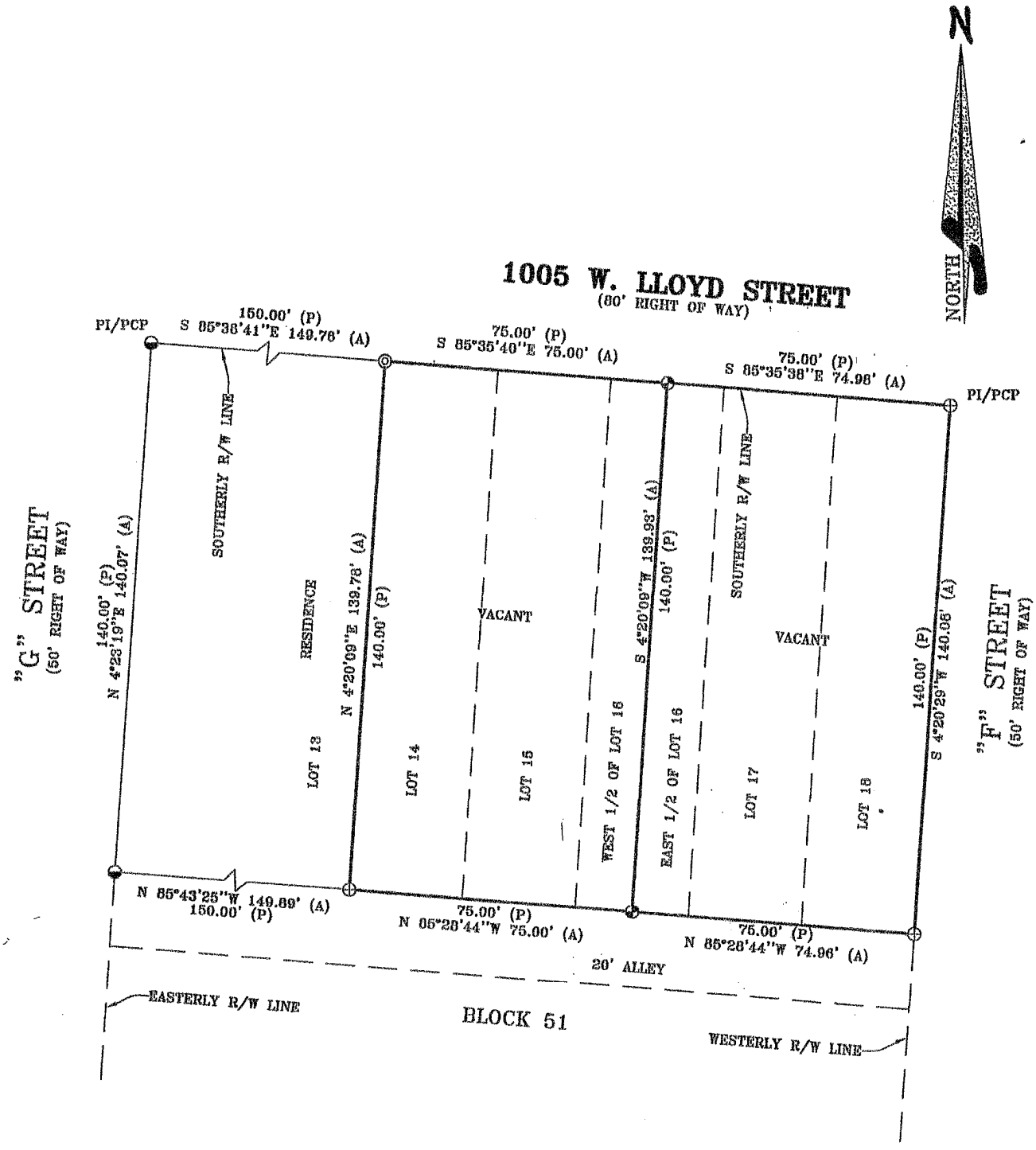
View Florida Department of Environmental Protection(DEP) Data

Buildings
Images



7/6/2021 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



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FENCES ALONG BOUNDARIES ARE SHOWN EXAGGERATED TO SHOW CLARITY OF LOCATION RELATIVE TO BOUNDARIES.

NOTE: This map is not complete or valid without report on page 2 of 2

THIS MAP IS INTENDED TO BE PRINTED ON A PAPER SIZE OF 11"x17" TO FIT THE SCALE INDICATED HEREON. ANY OTHER SIZE PRINTED RENDERS THIS MAP INVALID.

Bearing Reference
HELD THE WESTERLY R/W LINE OF "F" STREET AS N 4°20'29"W

Source of Information:
FIELD EVIDENCE & RECORDED PLAT

NOT VALID WITHOUT THE DIGITAL OR RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW

SEE PAGE 2 FOR SIGNATURE & SEAL

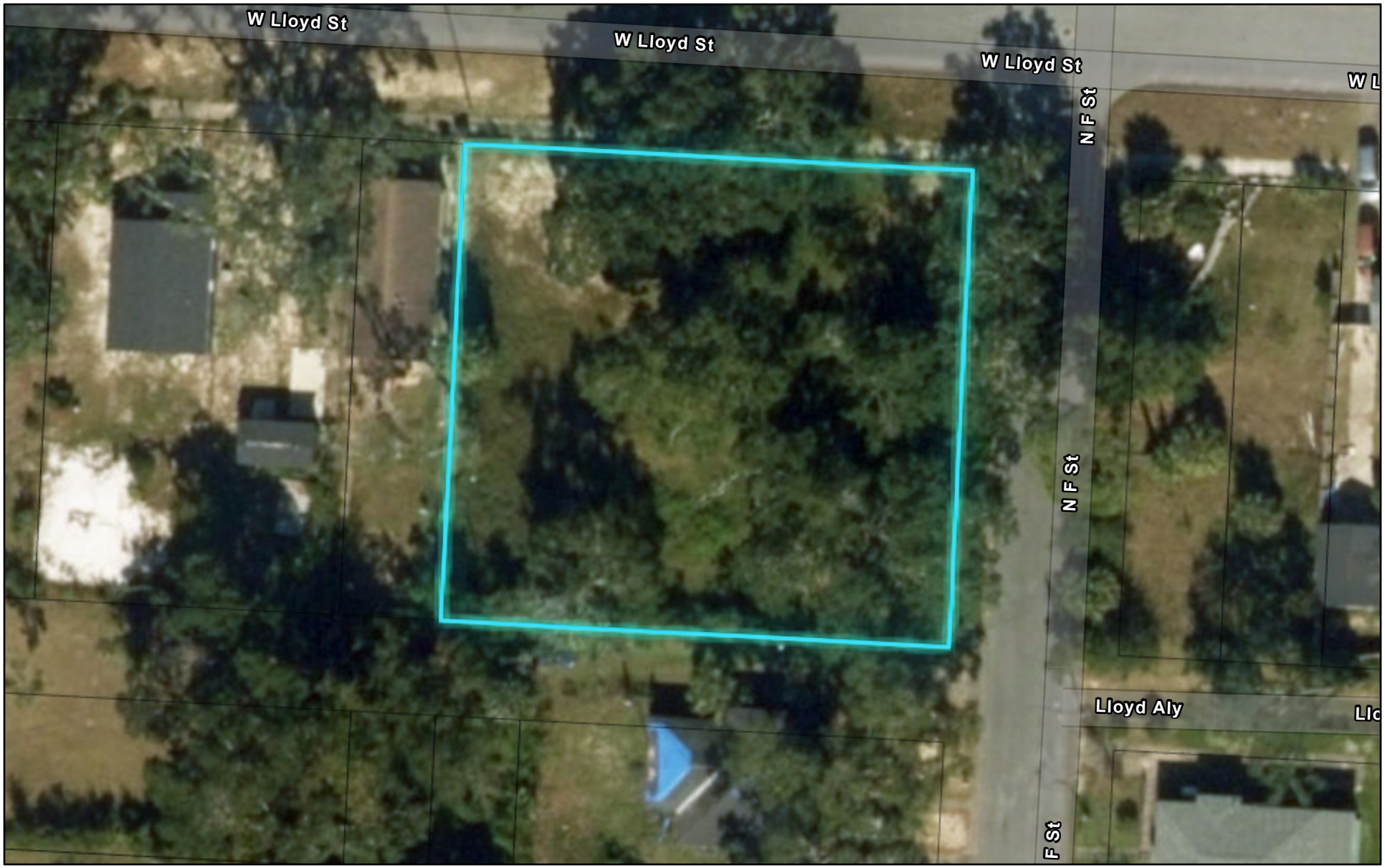
LARRY E. STEGALL

Survey Number:	211-2022
Scale:	1" = 30'
Original Field Date: 3-30-2022	Latest Field Date: 3-30-2022
Field Book/Page:	398/65 DATA
Type of Survey:	BOUNDARY & IMPROVEMENTS
Revisions:	

LEGEND

°	Degree	R	Radius	NP	Nailing Point
'	Feet or Minutes	⊕	BENCHMARK (SEE NOTES)	▲	Nail & disk found △ Nail Only
"	Inches or Seconds	<0.0>	Existing Spot Elevation	●	Nail & disk set Lb.6832
N	North E East	BSL	Building Setback Line	■	ExistingConcrete Monument
S	South W West	(D)	Deed (P) Plat	○	Set Wooden Hub/Tell Stake
PCP	Permanent Control Point	(A)	Actual Field Measurement	Ø	Utility Pole ⊙ Meter
PRC	Point of Reverse Curve	(CALC)	Calculated Measurement	H—E—H	Utility wires overhead
PCC	Point of Compound Curve	◎	Existing Hole in Concrete	N—N—N	Chain link fence
PC	Point of Curvature	⊗	Existing "X" Cut, ⊕ Set "X" Cut	o—o—o	Wooden fence
PT	Point of Tangency	●	1/2" Metal Rod-Found	X X X	Metal Fence
PI	Point of Intersection	⊙	Existing 1/2" Capped Metal Rod "N.W.F."	□—□—□	Plastic Fence
POC	Point of Commencement	⊙	Existing 1/2" Capped Metal Rod "R.H.SHARP"		Wood Fence
		⊙	Existing 1/2" Capped Metal Rod		Wood Post & Rail

City of Pensacola



5/11/2026

Parcels

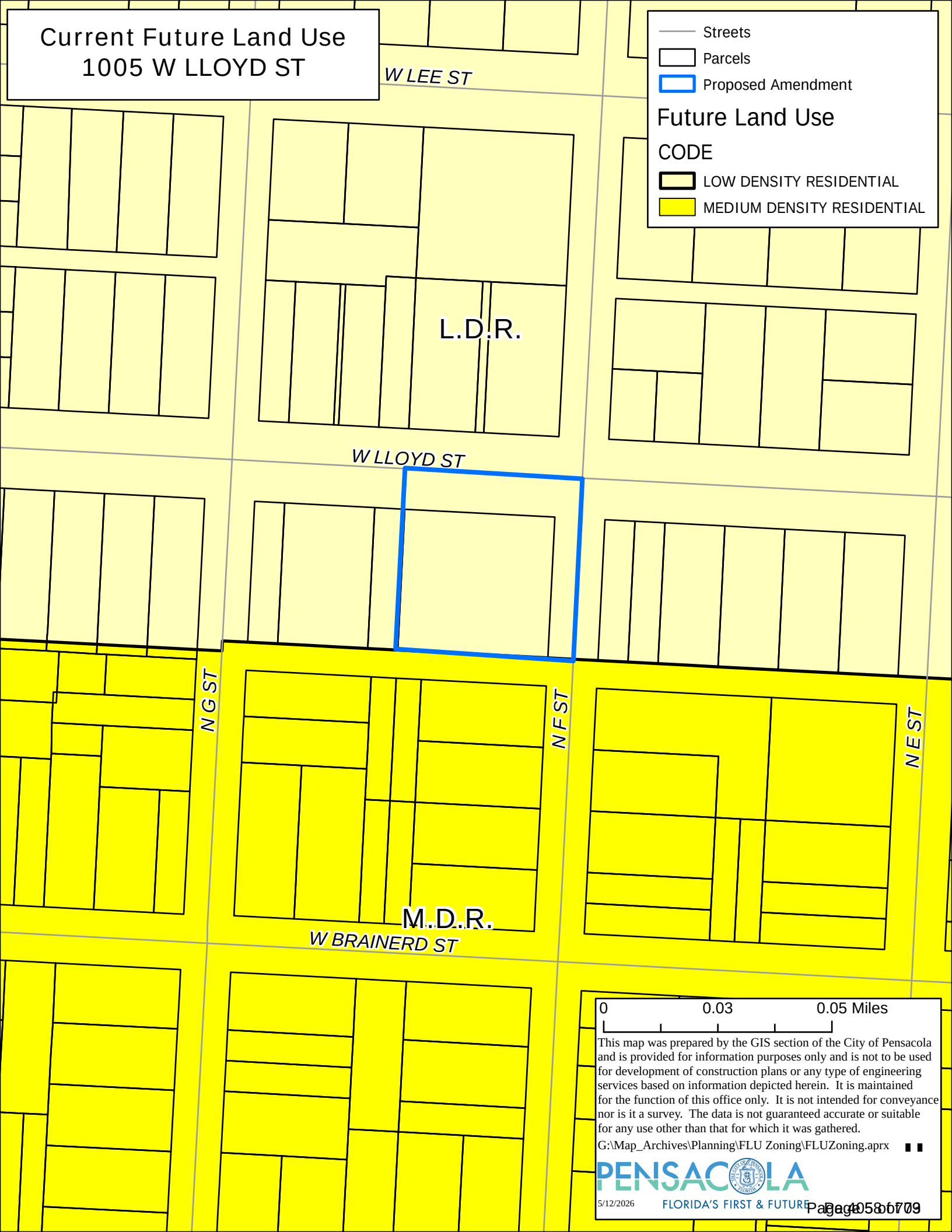
Citylimits

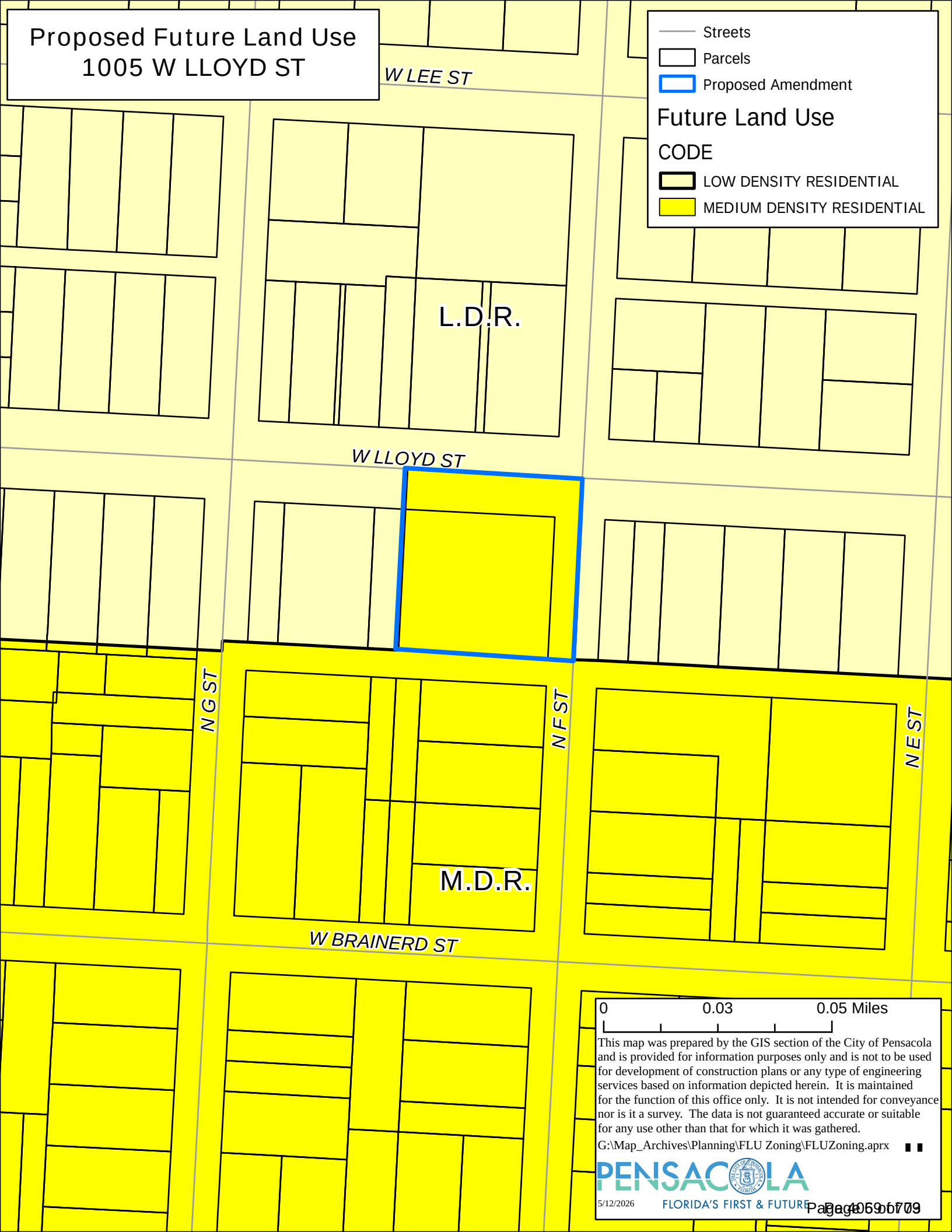
1:564

0 0 0.01 0.02 mi

0 0.01 0.01 0.02 km

Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/


Current Future Land Use
1005 W LLOYD ST
Streets
Parcels
Proposed Amendment
Future Land Use
CODE
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
W LEE ST
L.D.R.
W LLOYD ST
N G ST
N F ST
N E ST
M.D.R.
W BRAINERD ST
0
0.03
0.05 Miles
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx
PENSACOLA
FLORIDA'S FIRST & FUTURE
5/12/2026
Page 4 of 9


Proposed Future Land Use
1005 W LLOYD ST
W LEE ST
Streets
Parcels
Proposed Amendment
Future Land Use
CODE
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
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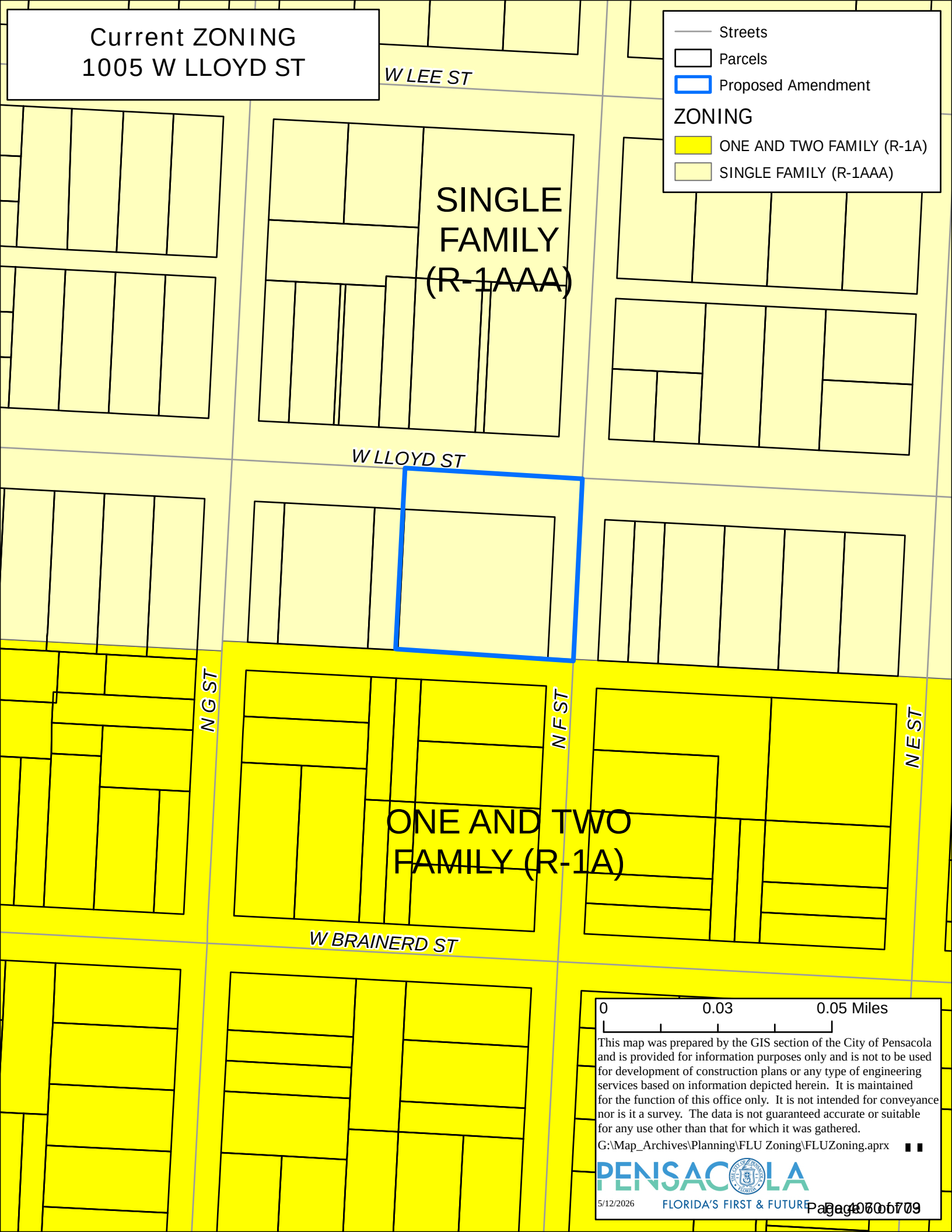
Current ZONING
1005 W LLOYD ST
Streets
Parcels
Proposed Amendment
ZONING
ONE AND TWO FAMILY (R-1A)
SINGLE FAMILY (R-1AAA)
W LEE ST
SINGLE FAMILY (R-1AAA)
W LLOYD ST
N G ST
N F ST
N E ST
ONE AND TWO FAMILY (R-1A)
W BRAINERD ST
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0.03
0.05 Miles
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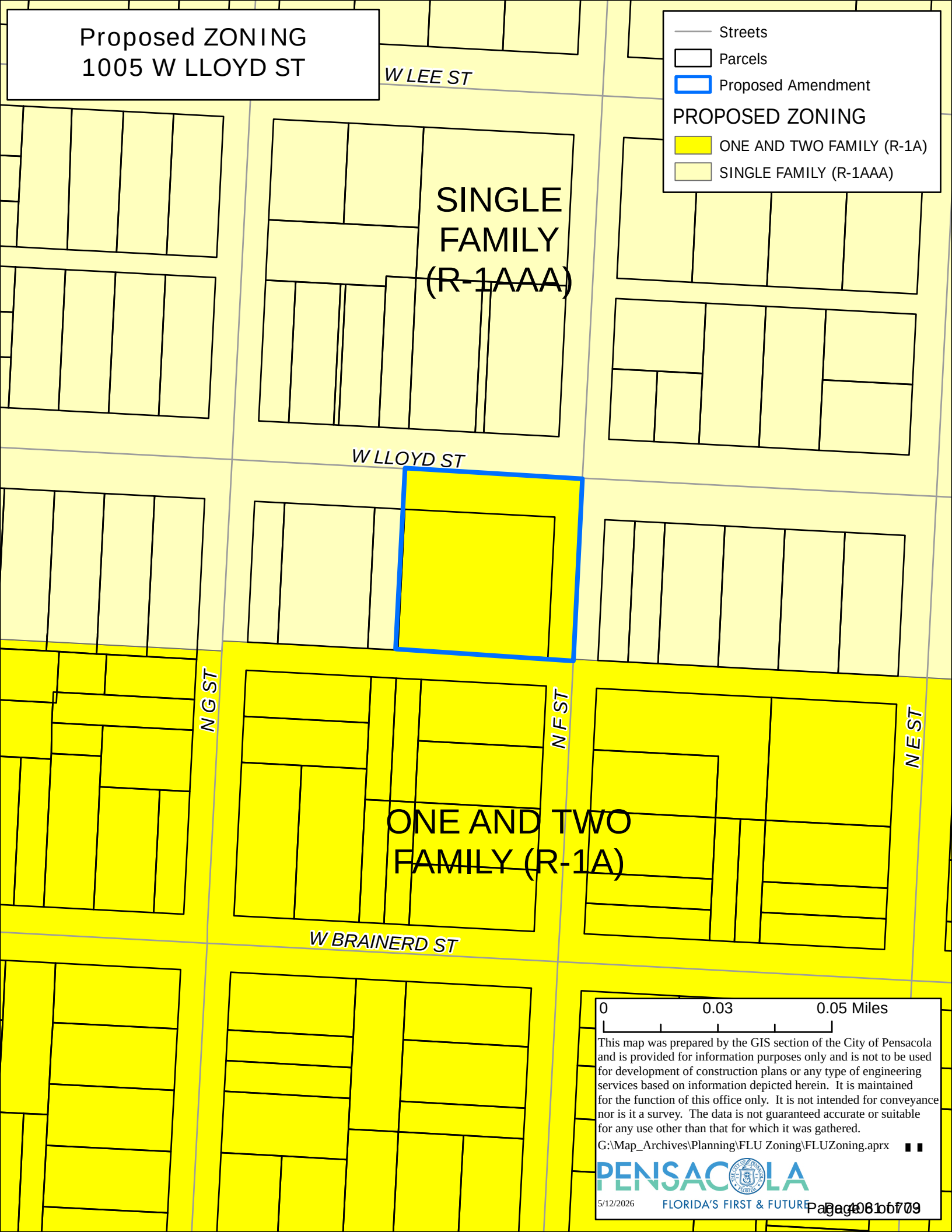
PENSACOLA
FLORIDA'S FIRST & FUTURE
5/12/2026
Page 40 of 79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PENSACOLA
FLORIDA'S FIRST & FUTURE
5/12/2026
Page 40 of 79

Zoning Comparison for 1005 W. Lloyd Street Rezoning Application (R-1AAA to R-1A)

Address: 1005 W. Lloyd Street
Future land use: Low-Density Residential
Zoning district: R-1AAA
Owner(s): DUET DEVELOPMENT LLC
Lot area: 21,000sf (0.4821 acres)
Lot width: 150'
City Council district – 7, Councilor Delarian Wiggins
Neighborhood Association – No
Application: Owners' desire to rezone from R-1AAA to R-1A (and Low-Density Residential to Medium-Density Residential) to accommodate lot division.

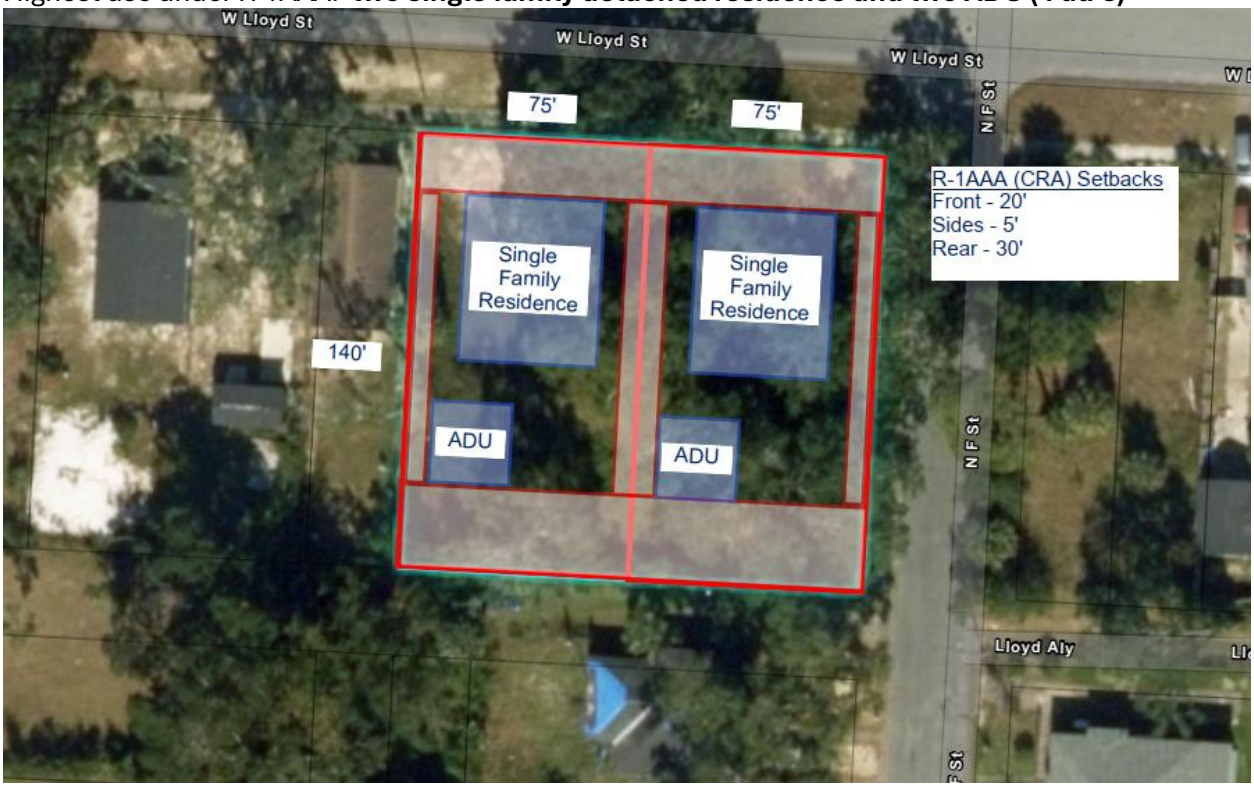
R-1AAA standards*		R-1A standards*	
Use – Single family detached		Use – Single family detached, duplex, townhomes	
Density – 5 du/acre		Density – 18 du/acre	
Min. lot width – 30'		Min. lot width – 30' (SFD), 30' (duplex), 16' (townhome, max 2 units)	
Setbacks –	Front 20'	Setbacks -	Front 20'
	Sides 5'		Sides 5' or 3' for 30'-wide lots
	Rear 30'		Rear 30' or 20' for 30'-wide lots
Lot coverage – 50% max		Lot coverage – 50% max for SFD and duplex, 75% for townhome	

*All new development subject to CRA Urban Design Overlay District standards.

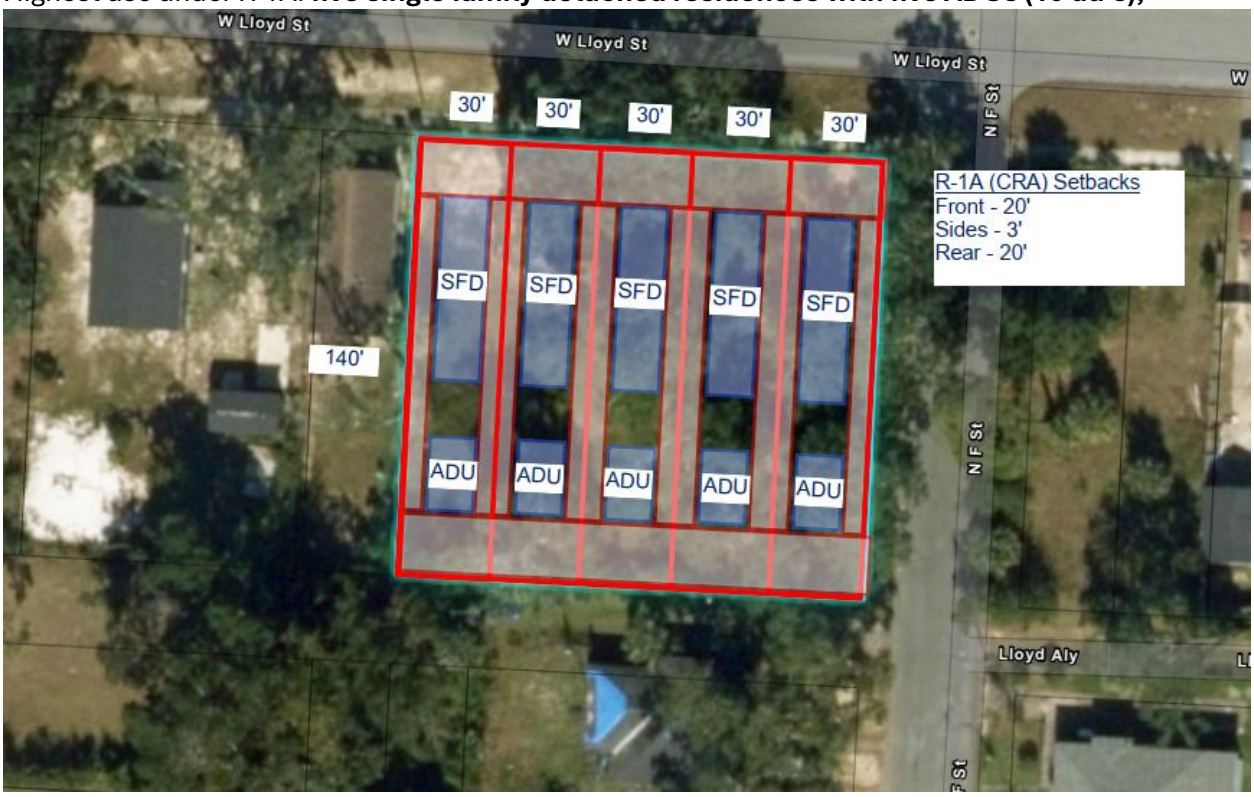
Highest use under R-1AAA:	**two single family detached residence and two ADU (4 du's)**
Highest use under R-1A:	**five single family detached residences with five ADUs (10 du's);**
(du = dwelling units)	four duplexes (8 du's); or
	six townhomes due to min. primary frontage requirement (6 du's)

Zoning Comparison for 1005 W. Lloyd Street Rezoning Application (R-1AAA to R-1A)

Highest use under R-1AAA: **two single family detached residence and two ADU (4 du's)**



Highest use under R-1A: **five single family detached residences with five ADUs (10 du's);**



Zoning Comparison for 1005 W. Lloyd Street Rezoning Application (R-1AAA to R-1A)

Summary of uses permitted in R-1AAA
Single-family detached dwellings with accessory residential units
Community residential
Schools and educational institutions
Libraries and community centers
Churches
Parks and playgrounds.
Minor structures for utilities
Family day care homes licensed by the state

Summary of uses permitted in R-1A
Single-family detached dwellings with accessory residential units
Single-family attached dwellings (townhouse construction, maximum two units)
Two-family attached dwellings (duplex)
Community residential homes
Cemeteries
Residential design manufactured homes
Schools and educational institutions
Libraries and community centers
Churches
Parks and playgrounds.
Minor structures for utilities
Family day care homes licensed by the state
Conditional uses permitted - Bed and breakfasts and c*hildcare facilities*

Sec. 12-3-3. Low-density residential land use district.

The regulations in this section shall be applicable to the single-family zoning districts: R-1AAAAA, R-1AAAA, and R-1AAA.

(1) *Purpose of district.* The low-density residential land use district is established for the purpose of providing and preserving areas of single-family, low intensity development at a maximum density of 4.8 dwelling units per acre in areas deemed suitable because of compatibility with existing development and/or the environmental character of the areas. The nature of the use of property is basically the same in all three single-family zoning districts. Variation among the R-1AAAAA, R-1AAAA and R-1AAA districts is in requirements for lot area, lot width, and minimum yards.

(2) *Uses permitted.*

a. Single-family detached dwellings.

b. Accessory residential units subject to regulations in section 12-3-81.

c. Community residential homes licensed by the state department of health and rehabilitative services with six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line. If it is proposed to be within 1,000 feet of another such home it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.

d. Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.

e. Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.

f. Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.

g. Home occupations subject to regulations in section 12-3-57.

h. Municipally owned and operated parks and playgrounds.

i. Minor structures for the following utilities: unoccupied gas, water and sewer substations or pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.

j. Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-3-55.

k. Family day care homes licensed by the state department of children and family services as defined in state statutes.

(3) *Development permitted.*

a. Conventional subdivision subject to regulations in section 12-3-105.

b. Special planned development subject to regulations in section 12-3-106.

(4) *Regulations for development within the low-density residential zoning districts.* Table 12-3.1 describes requirements for the three single-family residential zoning districts:

TABLE 12-3.1. REGULATIONS FOR THE LOW-DENSITY RESIDENTIAL ZONING DISTRICTS

Standards	R-1AAAAA	R-1AAAA	R-1AAA
Maximum Residential Gross Density	2.2 units per acre	3.6 units per acre	4.8 units per acre
Minimum Lot Area	20,000 s.f.	12,000 s.f.	9,000 s.f.
Lot Width at Minimum Building Setback Line	100 feet	80 feet	75 feet
Minimum Lot Width at Street R-O-W Line	50 feet		
Minimum Yard Requirements (Minimum Building Setback Lines)			
Front Yard	60 feet	30 feet	30 feet
Side Yard	10 feet	8 feet	7.5 feet
Rear Yard	60 feet	30 feet	30 feet
Off-Street Parking Spaces	1 space/unit		
Maximum Building Height (Except as provided in section 12-3-62)	35 feet		

(Code 1986, § 12-2-3; Ord. No. 6-93, § 2, 3-25-1993; Ord. No. 6-02, § 2, 1-24-2002)

Sec. 12-3-4. Medium-density residential land use district regulations.

The regulations in this section shall be applicable to the one- and two-family zoning districts: R-1AA, R-1A and R-1B.

(1) *Purpose of district.* The medium-density residential land use district is established for the purpose of providing a mixture of one- and two-family dwellings with a maximum density of 17.4 dwelling units per acre. Recognizing that, for the most part, these zoning districts are located in older areas of the city, the zoning regulations are intended to promote infill development which is in character with the density, intensity and scale of the existing neighborhoods.

(2) *Uses permitted.*

a. Single-family detached dwellings.

b. Accessory residential units subject to regulations in section 12-3-81.

c. Single-family attached dwellings (townhouse construction, maximum two units).

d. Two-family attached dwellings (duplex).

e. Community residential homes licensed by the state department of health and rehabilitative services with six or fewer residents providing that it is not to be located within 1,000 feet of another such home. If it is proposed to be within 1,000 feet of another home it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.

f. Cemeteries, when:

1. Seventy-five percent of all owners of adjacent dwellings within 175 feet of the boundary of the cemetery give their written consent; and

2. The provisions of section 12-3-85 have been met.

g. Residential design manufactured homes are permitted in the R-1A district, with a maximum density of 12.4 units per acre subject to regulations in section 12-3-91.

h. Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.

i. Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.

j. Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.

k. Home occupations subject to regulations in section 12-3-57.

l. Municipally owned and operated parks and playgrounds.

m. Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.

n. Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-3-55.

o. Family day care homes licensed by the state department of children and family services as defined in state statutes.

(3) *Conditional uses permitted.*

a. Residential design manufactured homes when proposed in the R-1AA zoning district subject to regulations in section 12-3-91.

b. Bed and breakfast subject to regulations in section 12-3-84.

c. Child care facilities subject to regulations in section 12-3-87.

d. Accessory office units subject to regulations in section 12-3-80.

(4) *Development permitted.*

a. Conventional subdivision subject to regulations in section 12-3-105.

b. Special planned development subject to regulations in section 12-3-106.

(5) *Regulations for development within the medium-density residential land use district.* Tables 12-3.2 and 12-3.2A describe requirements for the one- and two-family residential zoning districts.

TABLE 12-3.2. REGULATIONS FOR THE MEDIUM-DENSITY RESIDENTIAL ZONING DISTRICTS

Standards	R-1AA			R-1A		
	Single-Family Detached	Two-Family Attached (duplex)	**Single-Family Attached (townhouses)	Single-Family Detached	Two-Family Attached (duplex)	**Single-Family Attached (townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	11.6 units per acre	12.4 units per acre	17.4 units per acre	17.4 units per acre
Minimum Lot Area	5,000 s.f.	7,500 s.f.	3,750 s.f.	3,500 s.f.	5,000 s.f.	2,500 s.f.
Lot Width At Minimum Building Setback Line	40 feet	60 feet	30 feet	30 feet	50 feet	25 feet
Minimum Lot Width At Street R-O-W Line	40 feet	50 feet	25 feet	30 feet	50 feet	25 feet
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	(Minimum Building Setbacks) 30 feet 6 feet 30 feet			(Minimum Building Setbacks) 20 feet 5 feet 25 feet		

Off-Street Parking	1 space/unit	2 sp./unit	1 space/unit	2 sp./unit
Maximum Building Height	35 feet Except as provided in section 12-3-62)		35 feet (Except as provided in section 12-3-62)	
*The front yard depths in the R-1AA and R-1A districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.				
**Each single-family attached dwelling unit must be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in chapter 12-7.				
***All future residential development on parcels changed to a Medium-Density Residential (MDR) zoning district via the passage of Ord. No. 23-16, effective on August 18, 2016, shall be considered legal nonconforming and may utilize the R-1A zoning district standards applicable to lot width, lot area and setbacks.				

TABLE 12-3.2A

Standards	R-1B		
	Single-family Detached	Two-Family Attached (Duplex)	**Single-family Attached (Townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	17.4 units per acre
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	(Minimum Building Setbacks) 10 feet 5 feet 10 feet		
Off-Street Parking	1 space/unit		
Maximum Building Height	45 feet (Except as provided in section 12-3-62)		
Lot Coverage Requirements For All Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units	Maximum 50%		
Lot Coverage Requirements For All Development Other Than Single-Family, Duplex, Townhouse or Zero-Lot-Line	Building Height 1—4 stories 5—7 stories 8—9 stories (See note 4)	Building Coverage 30% 25% 20%	

Residential Units: The maximum combined area occupied by all principal and accessory buildings			
*The front yard depths in the R-1AA, R-1A and R-1B districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.			
**Each single-family attached dwelling unit must be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in chapter 12-7.			

(Code 1986, § 12-2-4; Ord. No. 6-93, § 2, 3-25-1993; Ord. No. 29-93, § 2, 11-18-1993; Ord. No. 45-96, § 2 (exh. 1), 9-12-1996; Ord. No. 6-02, § 2, 1-24-2002; Ord. No. 11-16, § 1, 5-12-2016; Ord. No. 23-16, § 1, 8-11-2016)

Sec. 12-11-3. Amendments.

The city council may, from time to time on its own motion, or on petition, or on recommendation of the planning board or the zoning board of adjustment or any department or agency of the city, amend, supplement, or repeal the regulations and provisions of this title and the comprehensive plan.

(1) *Authorization and responsibility.*

a. Every such proposed amendment or change, whether initiated by the city council or by petition, shall be referred to the planning board who shall study such proposals and make recommendation to the city council.

b. If a rezoning of a parcel of land is proposed by the owner of the parcel or another interested person, it shall be the responsibility of such owner or other interested person to comply with the provisions of this chapter. If such rezoning of a parcel of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of the planning services department to comply with the provisions of this section.

(2) *Initiation.* An amendment may be initiated by:

a. The city.

b. The owners of the area involved in a proposed zoning or future land use amendment.

(3) *Application.*

a. An application for zoning or comprehensive plan future land use amendment must be submitted to the planning services department at least 30 days prior to the regularly scheduled meeting of the planning board.

b. The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.

c. No application shall be considered complete until all of the following have been submitted:

1. The application shall be submitted on a form provided by the board secretary.

2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:

i. A legal description of the property proposed to be rezoned or its land use changed;

ii. Proof of ownership of the property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;

iii. Existing zoning and future land use classification;

iv. Desired zoning and future land use classification;

v. Reason for the rezoning or comprehensive plan future land use amendment.

3. The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.

d. Any party may appear in person, by agent, or by attorney.

e. Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(4) *Planning board review and recommendation.* The planning board shall review the proposed rezoning or comprehensive plan future land use amendment at the advertised public meeting and make a recommendation to the city council. Such recommendation:

a. Shall be for approval, approval with modification, or denial, including its reasons for any modifications or denial.

b. Shall include consideration of the following criteria:

1. Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.

2. Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.

3. Whether the proposed amendment would be in conflict with the public interest and welfare.

4. Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.

5. Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.

6. The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).

(5) *City council review and action.*

a. *Public hearing.* The city council shall hold up to two public hearings, depending on the type of amendment, after 5:00 p.m. on a weekday to review the proposed zoning amendment. Public notice shall be provided, through applicable procedures as outlined in subsection (6) of this section.

b. *Action.* The city council shall review the proposed zoning amendment, and the recommendation of the planning board and the recommendation of the department of community affairs, if applicable, and either approve, approve with modification or deny the proposed amendment at the city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing. For comprehensive plan amendments, the adopted ordinance will not become effective until the department of community affairs has completed its 45-day compliance review.

(6) *Procedures.*

a. *Zoning amendments.*

1. Rezoning requests must be submitted to the planning services department at least 30 days prior to the planning board meeting.

2. The city shall publish a notice in the newspaper announcing the planning board meeting at least seven days prior to the planning board meeting.

3. The city shall place a sign on the property to be rezoned at least seven days prior to the planning board meeting.

4. Notice shall be published by public notice advertised in a newspaper of general daily circulation published in the county at least seven days prior to the scheduled board meeting at the expense of the applicant.

5. The city shall notify property owners within a 500-foot radius, as identified by the current county tax roll maps, of the property proposed for rezoning with a public notice by post card, at least seven days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

6. The planning board shall review the proposed rezoning request and make a recommendation to the city council.

7. The city council shall set a date for a public hearing.

8. The city shall notify property owners within a 500-foot radius of the property proposed to be rezoned with a public notice (letter and a map) mailed certified with return receipt at least 30 days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.

9. The city shall place a sign on the property to be rezoned announcing date, time and location of the city council public hearing at least 15 days prior to the hearing.

10. A legal notice of the city council public hearing shall be published in the newspaper at least ten days prior to the hearing.

11. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

12. In addition to subsections (6)a.1 through 6 of this section the city strongly encourages that the applicant hold an informational meeting with any applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning and/or comprehensive plan amendment.

13. For proposals initiated by the city to rezone ten or more contiguous acres, subsections (6)a.1 through 6 shall be applicable in addition to the following. The city shall hold two advertised public hearings on the proposed ordinance as follows:

    i. Public notice of actual zoning changes, including zoning district boundary changes; consolidation or division of existing zones involving substantive changes; and the addition of new zoning districts shall be mailed by first class mail at least 30 days prior to the first city council public hearing to consider the change, to every owner of real property, as identified by the current tax roll, within 500 feet of the boundaries of the subject parcels to be changed.

    ii. The city shall place a sign on the property to be rezoned announcing date, time and location of the first city council public hearing at least 15 days prior to the hearing.

    iii. The first public hearing shall be held at least seven days after the day that the first advertisement is published. The second hearing shall be held at least ten days after the first hearing and shall be advertised at least five days prior to the public hearing. At least one hearing shall be held after 5:00 p.m. on a weekday.

    iv. The required advertisements shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The

advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

The city council shall review the proposed zoning amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

b. *Small scale development comprehensive plan future land use map amendments.* Future land use map amendments that comply with the small scale development criteria in F.S. § 163.3187, may be considered by the planning board and the city council at any time during the calendar year until the annual maximum acreage threshold is met. The petitioner shall be required to complete the steps listed above in subsections (6)a.1 through 12 of this section.

c. *Comprehensive plan future land use map amendments for other than small scale development activities.* Comprehensive plan future land use map amendments for other than small scale development activities shall be considered twice a year by the planning board and the city council.

1. Comprehensive plan future land use map amendment requests must be submitted to the planning services department at least 30 days prior to the planning board public hearing.
2. The city shall publish a display advertisement in a standard size or a tabloid size newspaper with type no smaller than 18 point in the headline announcing the planning board and city council public hearings at least seven days prior to the planning board hearing. The advertisement shall be no less than two columns wide by ten inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
3. The city shall place a sign on the property to be rezoned at least seven days prior to the planning board hearing.
4. The planning board shall review the proposed future land use map amendment at the advertised public hearing and make a recommendation to the city council.
5. The city council shall schedule a public hearing.
6. The city council shall review the comprehensive plan future land use map amendment at the advertised public hearing and either approve the request for transmittal to the department of economic opportunity or disapprove the request for transmittal and further consideration.
7. The planning services department shall transmit the future land use map amendment request to the department of economic opportunity, the appropriate regional planning council and water management district, the department of environmental protection and the department of transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
8. After a 60-day review period, the department of economic opportunity shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
9. The city council shall review the department of economic opportunity comments and forward to city council for review and action.
10. The city council shall set a date for a public hearing.

11. The city shall notify property owners within a 500-foot radius of the property where the land use is to be changed with a public notice (letter and a map) mailed certified with return receipt at least 30 days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.

12. The city shall place a sign on the property where the land use is to be changed announcing date, time and location of the city council public hearing at least 15 days prior to the hearing.

13. The city shall publish a display advertisement in a standard size or a tabloid size newspaper, with type no smaller than 18 point in the headline. The advertisement shall be no less than two columns wide by ten inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published at least five days prior to the final city council public hearing.

14. Subsection (6)b.11 of this section shall not be applicable to proposals initiated by the city to change the future land use of ten or more contiguous acres. In such cases, the procedure shall be as follows: Public notice of comprehensive plan future land use map, including future land use district boundary changes; consolidation or division of existing future land use districts involving substantive changes; and the addition of new future land use districts shall be mailed by first class mail at least 30 days prior to the city council public hearing to consider the change to every owner of real property, as identified by the current tax roll, within 500 feet of the boundaries of the subject parcel to be changed.

15. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

d. *Amendments to the land development code.*

1. Requests for amendments to the land development code shall be filed in the form of a letter to the secretary of the planning board submitted at least 30 days prior to the planning board meeting.

2. Planning board review and recommendation. The planning board shall review the proposed language amendment at a regularly scheduled planning board meeting and make a recommendation to the city council.

3. The city council shall schedule a public hearing.

4. A legal notice of the city council public hearing shall be published in the newspaper at least ten days prior to the hearing.

5. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

6. In cases in which the land development code amendment changes the actual list of permitted, conditional, or prohibited uses within a zoning category subsections (6)d.1 through 4 of this section shall be applicable in addition to the following:

i. The city shall hold two advertised public hearings. The first public hearing shall be held at least seven days after the day that the first advertisement is published. The second public hearing shall be held at least ten days after the first hearing and shall be advertised at least five days prior to the public hearing.

ii. The required advertisement shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

The city council shall review the proposed land development code amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the land development code amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

e. *Amendments to the comprehensive plan other than future land use map amendments.* Comprehensive plan amendments other than future land use map amendments shall be considered twice a year by the planning board and the city council.

1. Requests for amendments to the comprehensive plan shall be filed in the form of a letter to the secretary of the planning board submitted at least 45 days prior to the planning board hearing.
2. A legal notice announcing the planning board and city council public hearings shall be published at least seven days prior to the planning board hearing. If the proposed comprehensive plan amendment changes the actual list of permitted, conditional, or prohibited uses within a future land use category, the required advertisement shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
3. The planning board shall review the proposed amendment at the advertised public hearing and make a recommendation to the city council.
4. The city council shall schedule a public hearing for review and action.
5. The city council shall review the comprehensive plan amendment at the advertised public hearing and either approve the request for transmittal to the department of economic opportunity or disapprove the request for transmittal and further consideration.
6. The city shall transmit the comprehensive plan amendment request to the department of economic opportunity, the appropriate regional planning council and water management district, the department of environmental protection and the department of transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
7. At least 60 days from receipt of the comprehensive plan amendment, the department of economic opportunity shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
8. The city council shall schedule a public hearing for review and action.
9. A legal notice of the city council public hearing shall be published in the newspaper at least ten days prior to the hearing. If the proposed comprehensive plan amendment changes the actual list of permitted, conditional, or prohibited uses within a future land use category, the required advertisement shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in

a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

10. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

(7) *Limitation on subsequent application.* Whenever amendment is denied by the city council, no new application for identical rezoning or comprehensive plan future land use change of the same parcel shall be accepted for consideration within a period of 12 months of the decision of denial unless such consideration is necessitated by judicial action.

(Code 1986, § 12-12-3; Ord. No. 29-93, § 29, 11-18-1993; Ord. No. 3-94, § 9, 1-13-1994; Ord. No. 33-95, §§ 11—13, 8-10-1995; Ord. No. 9-96, § 15, 1-25-1996; Ord. No. 15-00, § 7, 3-23-2000; Ord. No. 12-09, § 3, 4-9-2009)

Department:	Comments:
Planning	No comments.
FIRE	No comments.
PW/E	No comments.
Surveyor	No comments.
Inspection Svcs	No comments.
Pensacola Energy	No comments.
ECUA	ECUA has no comment on the zoning and future land use amendment request.
FPL	No comments.
ATT	AT&T has no issues with this.
FDOT	No comments.
CRA	No comments.
Parking	No comments.
Airport	No comments.
Arborist	No comments on rezoning.
Floodplain	This is in an X flood zone, so I have no comments.
Traffic Operations	No comments.

MINUTES OF THE PLANNING BOARD
June 9, 2026

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Finn, Board Member Grundhoefer, Board Member Villegas, Board Member Powell, Board Member Yee

MEMBERS ABSENT: None

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Development Services Director Morris, Assistant City Attorney Goldsmith, Development Services Coordinator Statler, Executive Assistant Bilby, Public Works Director Tootle, City Engineer Hinote, City Arborist Franklin

STAFF VIRTUAL: None

OTHERS PRESENT: Renee Borden, Kyle Statan, AJ Fletcher

AGENDA:
- Quorum/Call to Order
- Approval of Meeting Minutes from May 12, 2026

New Business:
- Request for Zoning and Future Land Use Map Amendment for 1005 W Lloyd Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present
Chairperson Ritz called the meeting to order at 2:02pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Board Member Powell made a motion to approve the May 12, 2026, minutes, seconded by Vice Chairperson Larson, and it carried 7:0.

New Business –

Request for Zoning and Future Land Use Map Amendment for 1005 W Lloyd Street

Assistant Planning & Zoning Manager Harding introduced the item. Duet Development, LLC is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1005 W. Lloyd Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1A, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential.

The property measures 150' wide and 140' deep and is 21,000 square feet in area. Under the current R-1AAA zone, it may be divided into two new parcels for single-family residential development. If the rezoning application is successful, it is the applicants' desire to subdivide the property into five new lots measuring 30'-wide for single-family residences. Under this scenario, a subdivision plat would not be required since the property contains sufficient parcel history for five lots. Additionally, new construction will be developed under the CRA Urban Design Overlay District standards, and an alleyway is to provide rear-loaded vehicular entry. A zoning analysis comparing R-1AAA and R-1A standards, along with their highest possible uses for 1005 W. Lloyd Street, is included.

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet. Only residential would be allowed with this zoning change, it's just the density that would change from one zoning designation to another. The board members were provided with a zoning comparison analysis, comparing what is allowed and the maximum that could be developed for R-1AAA and R-1A and the uses between them. Assistant City Attorney Goldsmith swore in Kostyantyn Bilyayev since it is a quasi-judicial item. He stated he is passionate about affordability, wants to build smaller homes with ADU's that are functional and affordable. Out of the sixteen homes in the neighborhood only four are occupied. Fair pricing and a beautiful product are his goals. If the rezoning is successful, no need for a subdivision plat, the property has five historic parcels on it. Also, this parcel is located within the CRA, any new development would have esthetic review standards, siding standards, requirement that vehicles are loaded into the rear via the alley, as well as things like glazing and height requirements, and roof pitch. The board is appreciative of increasing density, especially in our urban areas. The board was given the boundaries of the CRA, this area is encompassed in the CRA. The applicant has spoken to neighbors, but not necessarily about this project. The board discussed the Planning Board review and recommendation checklist and the six criteria that must be met. The six criteria are what they are meant to base their decision on. They will provide their recommendation to the City Council. This type of application was publicly noticed, there was a legal ad placed in the PNJ, two signs were placed on the property and every property owner within a 500 feet radius of the property was noticed with a postcard. That will happen again as part of the City Council process. Item will go before the City Council in July.

Board Member Powell made the motion to approve, seconded by Board Member Finn, and it carried 7:0

Open Forum – none

Discussion

The board discussed sections in the LDC update that they had issues with additions that

they asked to be made, and the board thanked Inspire for the additions that were made. Members of the public spoke about their thoughts on the LDC rewrite, some of their concerns were not covered in this update. Based on comments, the board discussed changes to Sec. 12-8-6 which concerns the replacement of protected trees, specifically subsection (a) which states, "*Mitigation of protected trees.* Any replacement trees that cannot be planted on site due to a lack of space, as determined and approved by the city, shall be valued at $1,500.00, and the property owner shall pay that amount to the tree planting trust fund. Trees identified as dead and verified in writing by the city's designated arborist are not required to be replaced or otherwise mitigated." After much discussion and for clarification, the board requested that the word "Any" be retained and to add in the word "each" to read, "*Mitigation of protected trees.* Any replacement trees that cannot be planted on site due to a lack of space, as determined and approved by the city, shall be valued at $1,500.00 each, and the property owner shall pay that amount to the tree planting trust fund. Trees identified as dead and verified in writing by the city's designated arborist are not required to be replaced or otherwise mitigated."

Adjournment – With no further business, the Board adjourned at 3:23 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

PROPOSED
ORDINANCE NO. 10-26

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following small scale development amendment to the comprehensive plan and future land use map of the city;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

LTS 14 15 16 17 & 18 BLK 51 1ST ADDN NORTH HILL HIGHLANDS PLAT DB 64 P 572 OR 487P 169 CA 107

Parcel ID: 000S009050014051; Situs: 1005 W. Lloyd Street, Pensacola, FL 32501

shall be amended from the “LDR,” Low Density Residential Land Use District designation, to “MDR,” Medium Density Residential Land Use District designation.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: P.O. No. 10-26. AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

is hereby changed from the "LDR," Low Density Residential Land Use District designation, to "MDR," Medium Density Residential Land Use District designation.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The proposed ordinance would amend the future land use map for a currently developed privately-owned parcel and would not have an adverse economic impact on a private, for-profit business in the city.

PROPOSED
ORDINANCE NO. 11-26

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on June 9, 2026, concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

LTS 14 15 16 17 & 18 BLK 51 1ST ADDN NORTH HILL HIGHLANDS PLAT DB 64 P 572 OR 487P 169 CA 107

Parcel ID: 000S009050014051; Situs: 1005 W. Lloyd Street, Pensacola, FL 32501

shall be amended such that the above-described property's zoning classification is

hereby changed from “R-1AAA,” Single-Family Zoning District to “R-1A,” One- and Two-Family Zoning District.

SECTION 2. If any word, phrase, clause, paragraph, section, or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: P.O. No. 11-26. AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

is hereby changed from R-1AAA, Single-Family Zoning District to R-1AA, One- and Two-Family Zoning District.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

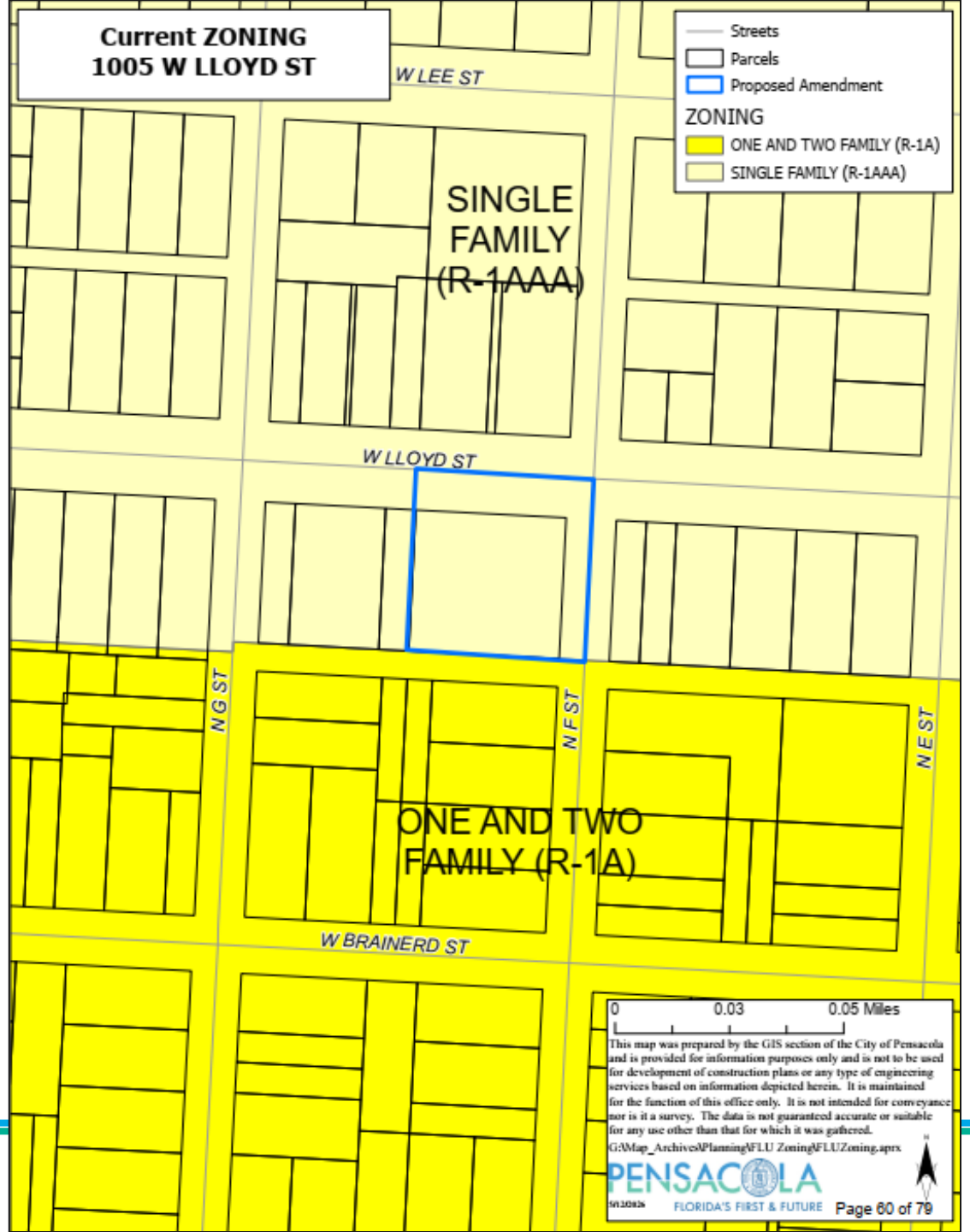
5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

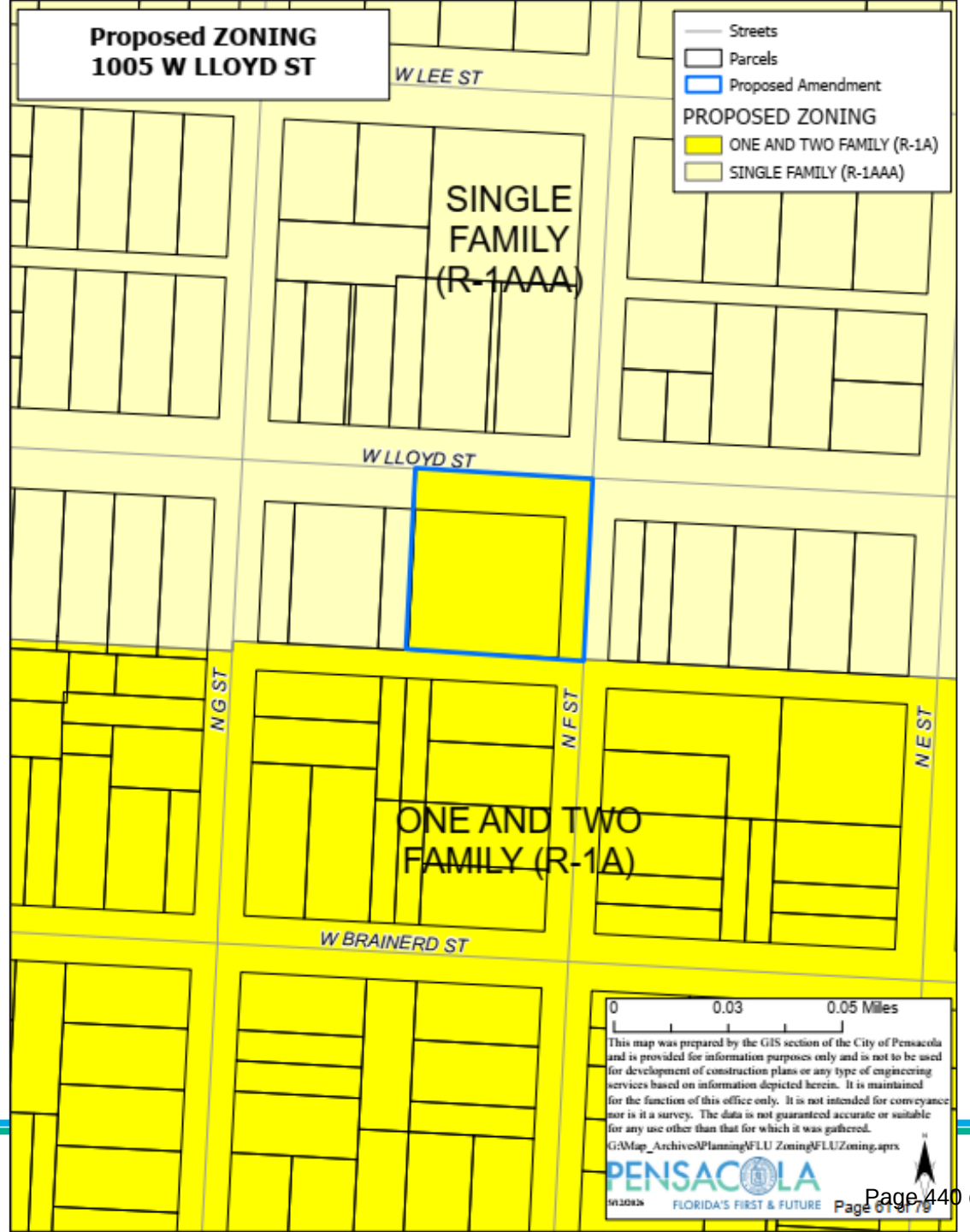
6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The proposed ordinance would amend the zoning map for a currently developed privately-owned parcel and would not have an adverse economic impact on a private, for-profit business in the city.

Request for zoning map and future land use amendment at 1005 W. Lloyd Street
R-1AAA (LDR) to R-1A (MDR)


Current ZONING
1005 W LLOYD ST
Streets
Parcels
Proposed Amendment
ZONING
ONE AND TWO FAMILY (R-1A)
SINGLE FAMILY (R-1AAA)
W LEE ST
SINGLE FAMILY (R-1AAA)
W LLOYD ST
N G ST
N F ST
N E ST
ONE AND TWO FAMILY (R-1A)
W BRAINERD ST
0
0.03
0.05 Miles
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx
PENSACOLA
FLORIDA'S FIRST & FUTURE
Page 60 of 79


Proposed ZONING
1005 W LLOYD ST
Streets
Parcels
Proposed Amendment
PROPOSED ZONING
ONE AND TWO FAMILY (R-1A)
SINGLE FAMILY (R-1AAA)
W LEE ST
SINGLE FAMILY (R-1AAA)
W LLOYD ST
N G ST
N F ST
N E ST
ONE AND TWO FAMILY (R-1A)
W BRAINERD ST
0
0.03
0.05 Miles
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G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx
PENSACOLA
FLORIDA'S FIRST & FUTURE

Highest use – R-1AAA vs. R-1A

Highest use under R-1AAA: two single family detached residence and two ADU (4 du's)

Highest use under R-1A: five single family detached residences with five ADUs (10 du's);

Summary of uses permitted in R-1AAA

Single-family detached dwellings with accessory residential units
Community residential
Schools and educational institutions
Libraries and community centers
Churches
Parks and playgrounds.
Minor structures for utilities
Family day care homes licensed by the state

Summary of uses permitted in R-1A

Single-family detached dwellings with accessory residential units
Single-family attached dwellings (townhouse construction, maximum two units)
Two-family attached dwellings (duplex)
Community residential homes
Cemeteries
Residential design manufactured homes
Schools and educational institutions
Libraries and community centers
Churches
Parks and playgrounds.
Minor structures for utilities
Family day care homes licensed by the state
Conditional uses permitted - Bed and breakfasts and c*hildcare facilities*

File #: 26-762 City Council 7/16/2026

ORDINANCE

SPONSOR: Allison Patton, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 11-26 - ZONING MAP AMENDMENT — 1005 WEST LLOYD STREET

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 11-26 on first reading.

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

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan, but it is a necessary function of municipal government.

Duet Development, LLC is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1005 W. Lloyd Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1A, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential.

The property measures 150’ wide and 140’ deep and is 21,000 square feet in area. Under the current R-1AAA zone, it may be divided into two new parcels for single-family residential development. If the rezoning application is successful, it is the applicants’ desire to subdivide the property into five new lots measuring 30’-wide for single-family residences. Under this scenario, a subdivision plat would not be required since the property contains sufficient parcel history for five lots. Additionally, new construction will be developed under the CRA Urban Design Overlay District standards, and an alleyway is to provide rear-loaded vehicular entry. A

zoning analysis comparing R-1AAA and R-1A standards, along with their highest possible uses for 1005 W. Lloyd Street, is included.

Existing Zoning	Proposed Zoning	Existing FLU	Proposed FLU
R-1AAA	R-1A	LDR	MDR

PRIOR ACTION:

On June 9, 2026, the Planning Board voted 7:0 to recommend approval of the rezoning request.

FUNDING:

N/A

FINANCIAL IMPACT:

None

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

6/9/2026

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins, Associate City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Manager

ATTACHMENTS:

1. Proposed Ordinance No. 11-26
2. Business Impact Analysis Report
3. Planning Board Minutes June 9, 2026

PRESENTATION: No

PROPOSED
ORDINANCE NO. 11-26

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on June 9, 2026, concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

LTS 14 15 16 17 & 18 BLK 51 1ST ADDN NORTH HILL HIGHLANDS PLAT DB 64 P 572 OR 487P 169 CA 107

Parcel ID: 000S009050014051; Situs: 1005 W. Lloyd Street, Pensacola, FL 32501

shall be amended such that the above-described property's zoning classification is

hereby changed from “R-1AAA,” Single-Family Zoning District to “R-1A,” One- and Two-Family Zoning District.

SECTION 2. If any word, phrase, clause, paragraph, section, or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: P.O. No. 11-26. AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

is hereby changed from R-1AAA, Single-Family Zoning District to R-1AA, One- and Two-Family Zoning District.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The proposed ordinance would amend the zoning map for a currently developed privately-owned parcel and would not have an adverse economic impact on a private, for-profit business in the city.

MINUTES OF THE PLANNING BOARD
June 9, 2026

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Finn, Board Member Grundhoefer, Board Member Villegas, Board Member Powell, Board Member Yee

MEMBERS ABSENT: None

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Development Services Director Morris, Assistant City Attorney Goldsmith, Development Services Coordinator Statler, Executive Assistant Bilby, Public Works Director Tootle, City Engineer Hinote, City Arborist Franklin

STAFF VIRTUAL: None

OTHERS PRESENT: Renee Borden, Kyle Statan, AJ Fletcher

AGENDA:
- Quorum/Call to Order
- Approval of Meeting Minutes from May 12, 2026

New Business:
- Request for Zoning and Future Land Use Map Amendment for 1005 W Lloyd Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present
Chairperson Ritz called the meeting to order at 2:02pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Board Member Powell made a motion to approve the May 12, 2026, minutes, seconded by Vice Chairperson Larson, and it carried 7:0.

New Business –

Request for Zoning and Future Land Use Map Amendment for 1005 W Lloyd Street

Assistant Planning & Zoning Manager Harding introduced the item. Duet Development, LLC is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1005 W. Lloyd Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1A, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential.

The property measures 150' wide and 140' deep and is 21,000 square feet in area. Under the current R-1AAA zone, it may be divided into two new parcels for single-family residential development. If the rezoning application is successful, it is the applicants' desire to subdivide the property into five new lots measuring 30'-wide for single-family residences. Under this scenario, a subdivision plat would not be required since the property contains sufficient parcel history for five lots. Additionally, new construction will be developed under the CRA Urban Design Overlay District standards, and an alleyway is to provide rear-loaded vehicular entry. A zoning analysis comparing R-1AAA and R-1A standards, along with their highest possible uses for 1005 W. Lloyd Street, is included.

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet. Only residential would be allowed with this zoning change, it's just the density that would change from one zoning designation to another. The board members were provided with a zoning comparison analysis, comparing what is allowed and the maximum that could be developed for R-1AAA and R-1A and the uses between them. Assistant City Attorney Goldsmith swore in Kostyantyn Bilyayev since it is a quasi-judicial item. He stated he is passionate about affordability, wants to build smaller homes with ADU's that are functional and affordable. Out of the sixteen homes in the neighborhood only four are occupied. Fair pricing and a beautiful product are his goals. If the rezoning is successful, no need for a subdivision plat, the property has five historic parcels on it. Also, this parcel is located within the CRA, any new development would have esthetic review standards, siding standards, requirement that vehicles are loaded into the rear via the alley, as well as things like glazing and height requirements, and roof pitch. The board is appreciative of increasing density, especially in our urban areas. The board was given the boundaries of the CRA, this area is encompassed in the CRA. The applicant has spoken to neighbors, but not necessarily about this project. The board discussed the Planning Board review and recommendation checklist and the six criteria that must be met. The six criteria are what they are meant to base their decision on. They will provide their recommendation to the City Council. This type of application was publicly noticed, there was a legal ad placed in the PNJ, two signs were placed on the property and every property owner within a 500 feet radius of the property was noticed with a postcard. That will happen again as part of the City Council process. Item will go before the City Council in July.

Board Member Powell made the motion to approve, seconded by Board Member Finn, and it carried 7:0

Open Forum – none

Discussion

The board discussed sections in the LDC update that they had issues with additions that

they asked to be made, and the board thanked Inspire for the additions that were made. Members of the public spoke about their thoughts on the LDC rewrite, some of their concerns were not covered in this update. Based on comments, the board discussed changes to Sec. 12-8-6 which concerns the replacement of protected trees, specifically subsection (a) which states, "*Mitigation of protected trees.* Any replacement trees that cannot be planted on site due to a lack of space, as determined and approved by the city, shall be valued at $1,500.00, and the property owner shall pay that amount to the tree planting trust fund. Trees identified as dead and verified in writing by the city's designated arborist are not required to be replaced or otherwise mitigated." After much discussion and for clarification, the board requested that the word "Any" be retained and to add in the word "each" to read, "*Mitigation of protected trees.* Any replacement trees that cannot be planted on site due to a lack of space, as determined and approved by the city, shall be valued at $1,500.00 each, and the property owner shall pay that amount to the tree planting trust fund. Trees identified as dead and verified in writing by the city's designated arborist are not required to be replaced or otherwise mitigated."

Adjournment – With no further business, the Board adjourned at 3:23 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

File #: 26-761 City Council 7/16/2026

ORDINANCE

SPONSOR: Allison Patton, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 10-26 - FUTURE LAND USE MAP AMENDMENT — 1005 WEST LLOYD STREET

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 10-26 on first reading.

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

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan, but it is a necessary function of municipal government.

Duet Development, LLC is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1005 W. Lloyd Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1A, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential.

The property measures 150’ wide and 140’ deep and is 21,000 square feet in area. Under the current R-1AAA zone, it may be divided into two new parcels for single-family residential development. If the rezoning application is successful, it is the applicants’ desire to subdivide the property into five new lots measuring 30’-wide for single-family residences. Under this scenario, a subdivision plat would not be required since the property contains sufficient parcel history for five lots. Additionally, new construction will be developed under the CRA Urban Design Overlay District standards, and an alleyway is to provide rear-loaded vehicular entry. A zoning analysis comparing R-1AAA and R-1A standards, along with their highest possible uses

for 1005 W. Lloyd Street, is included.

Existing Zoning	Proposed Zoning	Existing FLU	Proposed FLU
R-1AAA	R-1A	LDR	MDR

PRIOR ACTION:

On June 9, 2026, the Planning Board voted 7:0 to recommend approval of the rezoning request.

FUNDING:

N/A

FINANCIAL IMPACT:

None

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

6/9/2026

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins, Associate City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Manager

ATTACHMENTS:

1. Proposed Ordinance No. 10-26
2. Business Impact Analysis Report
3. Planning Board Minutes June 9, 2026

PRESENTATION: No

PROPOSED
ORDINANCE NO. 10-26

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following small scale development amendment to the comprehensive plan and future land use map of the city;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

LTS 14 15 16 17 & 18 BLK 51 1ST ADDN NORTH HILL HIGHLANDS PLAT DB 64 P 572 OR 487P 169 CA 107

Parcel ID: 000S009050014051; Situs: 1005 W. Lloyd Street, Pensacola, FL 32501

shall be amended from the “LDR,” Low Density Residential Land Use District designation, to “MDR,” Medium Density Residential Land Use District designation.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: P.O. No. 10-26. AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

is hereby changed from the "LDR," Low Density Residential Land Use District designation, to "MDR," Medium Density Residential Land Use District designation.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The proposed ordinance would amend the future land use map for a currently developed privately-owned parcel and would not have an adverse economic impact on a private, for-profit business in the city.

MINUTES OF THE PLANNING BOARD
June 9, 2026

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Finn, Board Member Grundhoefer, Board Member Villegas, Board Member Powell, Board Member Yee

MEMBERS ABSENT: None

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Development Services Director Morris, Assistant City Attorney Goldsmith, Development Services Coordinator Statler, Executive Assistant Bilby, Public Works Director Tootle, City Engineer Hinote, City Arborist Franklin

STAFF VIRTUAL: None

OTHERS PRESENT: Renee Borden, Kyle Statan, AJ Fletcher

AGENDA:
- Quorum/Call to Order
- Approval of Meeting Minutes from May 12, 2026

New Business:
- Request for Zoning and Future Land Use Map Amendment for 1005 W Lloyd Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present
Chairperson Ritz called the meeting to order at 2:02pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Board Member Powell made a motion to approve the May 12, 2026, minutes, seconded by Vice Chairperson Larson, and it carried 7:0.

New Business –

Request for Zoning and Future Land Use Map Amendment for 1005 W Lloyd Street

Assistant Planning & Zoning Manager Harding introduced the item. Duet Development, LLC is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1005 W. Lloyd Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1A, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential.

The property measures 150' wide and 140' deep and is 21,000 square feet in area. Under the current R-1AAA zone, it may be divided into two new parcels for single-family residential development. If the rezoning application is successful, it is the applicants' desire to subdivide the property into five new lots measuring 30'-wide for single-family residences. Under this scenario, a subdivision plat would not be required since the property contains sufficient parcel history for five lots. Additionally, new construction will be developed under the CRA Urban Design Overlay District standards, and an alleyway is to provide rear-loaded vehicular entry. A zoning analysis comparing R-1AAA and R-1A standards, along with their highest possible uses for 1005 W. Lloyd Street, is included.

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet. Only residential would be allowed with this zoning change, it's just the density that would change from one zoning designation to another. The board members were provided with a zoning comparison analysis, comparing what is allowed and the maximum that could be developed for R-1AAA and R-1A and the uses between them. Assistant City Attorney Goldsmith swore in Kostyantyn Bilyayev since it is a quasi-judicial item. He stated he is passionate about affordability, wants to build smaller homes with ADU's that are functional and affordable. Out of the sixteen homes in the neighborhood only four are occupied. Fair pricing and a beautiful product are his goals. If the rezoning is successful, no need for a subdivision plat, the property has five historic parcels on it. Also, this parcel is located within the CRA, any new development would have esthetic review standards, siding standards, requirement that vehicles are loaded into the rear via the alley, as well as things like glazing and height requirements, and roof pitch. The board is appreciative of increasing density, especially in our urban areas. The board was given the boundaries of the CRA, this area is encompassed in the CRA. The applicant has spoken to neighbors, but not necessarily about this project. The board discussed the Planning Board review and recommendation checklist and the six criteria that must be met. The six criteria are what they are meant to base their decision on. They will provide their recommendation to the City Council. This type of application was publicly noticed, there was a legal ad placed in the PNJ, two signs were placed on the property and every property owner within a 500 feet radius of the property was noticed with a postcard. That will happen again as part of the City Council process. Item will go before the City Council in July.

Board Member Powell made the motion to approve, seconded by Board Member Finn, and it carried 7:0

Open Forum – none

Discussion

The board discussed sections in the LDC update that they had issues with additions that

they asked to be made, and the board thanked Inspire for the additions that were made. Members of the public spoke about their thoughts on the LDC rewrite, some of their concerns were not covered in this update. Based on comments, the board discussed changes to Sec. 12-8-6 which concerns the replacement of protected trees, specifically subsection (a) which states, "*Mitigation of protected trees.* Any replacement trees that cannot be planted on site due to a lack of space, as determined and approved by the city, shall be valued at $1,500.00, and the property owner shall pay that amount to the tree planting trust fund. Trees identified as dead and verified in writing by the city's designated arborist are not required to be replaced or otherwise mitigated." After much discussion and for clarification, the board requested that the word "Any" be retained and to add in the word "each" to read, "*Mitigation of protected trees.* Any replacement trees that cannot be planted on site due to a lack of space, as determined and approved by the city, shall be valued at $1,500.00 each, and the property owner shall pay that amount to the tree planting trust fund. Trees identified as dead and verified in writing by the city's designated arborist are not required to be replaced or otherwise mitigated."

Adjournment – With no further business, the Board adjourned at 3:23 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

File #: 26-777 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

TENTATIVE MILLAGE RATE - FISCAL YEAR 2027

RECOMMENDATION:

That City Council set the tentative Fiscal Year 2027 millage rate for the City of Pensacola at 4.2895 mils and for the Downtown Improvement District at 2.0000 mils with at least a two-thirds vote and authorize the Mayor to set final levies in compliance with all 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 the Fiscal Year 2027 millage rates be held on September 9, 2026, at 5:30 p.m. in Council Chambers.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

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 2027 advertised ad valorem tax rate is August 4, 2026. 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's preliminary taxable value for Real and Personal Property is $7,163,114,549, which represents an increase of 5.32% over the final adjusted FY 2026 taxable value.

The rolled-back rate is a calculated millage rate that would generate the same amount of property tax revenue for a taxing authority as the prior year—excluding new construction, additions, deletions, and other changes to the tax base. The rolled-back rate for the coming year for the City would be 4.1260 and for DIB would be 1.9842. Effective June 24, 2026,

Senate Bill 4-F amended Section 200.065(5), Florida Statutes, revising the method for calculating the maximum millage rate. Under the revised law, the maximum millage rate that may be levied with a simple majority of the Council is the rolled-back rate calculated pursuant to Section 200.065(1), Florida Statutes. A taxing authority may adopt a millage rate up to 110 percent of the rolled-back rate by a two-thirds vote of the membership of the governing body. A millage rate exceeding 110 percent of the rolled-back rate may be adopted only by a unanimous vote of the membership of the governing body, or by a three-fourths vote of the membership of a governing body with nine or more members. The Mayor is recommending maintaining the FY 2026 millage rate of 4.2895 mills which requires a two-thirds affirmative vote of the City Council.

The Mayor is responsible for submitting a 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 9, 2026, at 5:30 p.m. in Council Chambers. The second hearing is tentatively set for September 16, 2026, at 5:30 p.m. and will also be held in Council Chambers.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the Fiscal Year 2027 millage rates for the City of Pensacola and the Downtown Improvement District at 4.2895 mils and 2.0000 mils, respectively, will provide funding for a balanced budget. The total certification value for Real and Personal Property is $7,163,114,549, an increase of 5.32%. This valuation will result in an increase of property tax revenue of $1,148,300 (net of TIF $6,519,874) from the Fiscal Year 2026 beginning budget.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. TRIM Council Memorandum FY 27 Taxable Value Estimates
2. REVISED -- TRIM Council Memorandum FY 27 Taxable Value Estimates -July updated
3. REVISED --TRIM Estimates From Property Appraiser - FY 27- July 1st Update

PRESENTATION: No

CITY OF PENSACOLA
FISCAL YEAR 2027
TAXABLE VALUE ESTIMATES

	ADJUSTED FY 2026 FINAL	FY 2027 JUNE 1ST ESTIMATE	DIFFERENCE	%
City of Pensacola Valuation	6,800,964,232	7,130,810,997	329,846,765	4.85%
DIB Valuation	437,198,394	447,253,957	10,055,563	2.30%
CRA				
Urban Core TIF (City/County)	1,138,141,224	1,232,382,586	94,241,362	8.28%
Urban Core TIF (DIB)	321,977,135	365,622,217	43,645,082	13.56%
Eastside TIF	59,709,378	65,397,535	5,688,157	9.53%
Westside TIF	280,381,349	277,447,776	(2,933,573)	-1.05%

	ADJUSTED FY 2026 FINAL	FY 2027 JULY 1ST ESTIMATE	DIFFERENCE	%
City of Pensacola Valuation	6,800,964,232	7,163,114,549	362,150,317	5.32%
DIB Valuation	437,198,394	447,568,674	10,370,280	2.37%
CRA				
City/County	1,138,141,224	1,232,037,734	93,896,510	8.25%
DIB	321,977,135	363,341,915	41,364,780	12.85%
Eastside TIF	59,709,378	66,114,783	6,405,405	10.73%
Westside TIF	280,381,349	277,331,854	(3,049,495)	-1.09%

CITY OF PENSACOLA
FISCAL YEAR 2027
TAXABLE VALUE ESTIMATES

	ADJUSTED FY 2026 FINAL	FY 2027 JUNE 1ST ESTIMATE	DIFFERENCE	%
City of Pensacola Valuation	6,800,964,232	7,130,810,997	329,846,765	4.85%
DIB Valuation	437,198,394	447,253,957	10,055,563	2.30%
CRA				
Urban Core TIF (City/County)	1,138,141,224	1,232,382,586	94,241,362	8.28%
Urban Core TIF (DIB)	321,977,135	365,622,217	43,645,082	13.56%
Eastside TIF	59,709,378	65,397,535	5,688,157	9.53%
Westside TIF	249,083,622	277,447,776	28,364,154	11.39%

	ADJUSTED FY 2026 FINAL	FY 2027 JULY 1ST ESTIMATE	DIFFERENCE	%
City of Pensacola Valuation	6,800,964,232	7,163,114,549	362,150,317	5.32%
DIB Valuation	437,198,394	447,568,674	10,370,280	2.37%
CRA				
City/County	1,138,141,224	1,232,037,734	93,896,510	8.25%
DIB	321,977,135	363,341,915	41,364,780	12.85%
Eastside TIF	59,709,378	66,114,783	6,405,405	10.73%
Westside TIF	249,083,622	277,341,394	28,257,772	11.34%

CITY OF PENSACOLA
FISCAL YEAR 2027 BUDGET

PROPERTY APPRAISER CERTIFICATION OF TAXABLE VALUE COMPARISON

	ADJUSTED FINAL FY 2026	JUNE 1 ESTIMATION FY 2027	% INCREASE OF JUNE 1 FY 27- FINAL FY 26	JULY 1 CERTIFICATION FY 2027	% INCREASE OF JUNE 1 FY 27- FINAL FY 26	$ INCREASE OF JUNE 1 FY 27- FINAL FY 26
City of Pensacola	6,800,964,232	7,130,810,997	4.85%	7,163,114,549	5.32%	362,150,317
Downtown Improvement Board	437,198,394	447,253,957	2.30%	447,568,674	2.37%	10,370,280
CRA TIF (City/County)	1,138,141,224	1,232,382,586	8.28%	1,232,037,734	8.25%	93,896,510
CRA TIF (DIB)	321,977,135	365,622,217	13.56%	363,341,915	12.85%	41,364,780
Eastside TIF	59,709,378	65,397,535	9.53%	66,114,783	10.73%	6,405,405
Westside TIF	249,083,622	277,447,776	11.39%	277,341,394	11.34%	28,257,772

CITY OF PENSACOLA
CALCULATION OF PROPERTY TAX REVENUE

	DR 420 BEGINNING FY 2026	ADJUSTED DR 422 FINAL FY 2026	JUNE 1 ESTIMATED FY 2027	JULY 1 CERTIFICATION FY 2027	JULY 1 ROLL-BACK FY 2027	PROJECTED FY 2027
VALUATION	6,849,642,499	6,800,964,232	7,130,810,997	7,163,114,549	7,163,114,549	7,163,114,549
MILLAGE	x 0.0042895	x 0.0042895	x 0.0042895	x 0.0042895	x 0.0041260	x 0.0042895
	29,381,541	29,172,736	30,587,614	30,726,180	29,555,011	30,726,180
	x 96.03274%	x 96.72010%	x 96.00030%	x 95.56736%	x 95.56736%	x 95.56736%
PROPERTY TAX REVENUE	28,215,900	28,215,900	29,364,200	29,364,200	28,244,944	29,364,200

FY 26 Budget to FY 27 Budget growth/(loss)		1,148,300	1,148,300
Change due to millage	0		
Change due to valuation	1,148,300		
Total Revenue growth/decline			**1,148,300**
FY 26 Rev growth(loss) from Final FY 25 if go to roll-back	4.126		(1,119,256)
Net FY 26 Rev growth/(loss) from Final FY 25 if go to roll-ba	4.126		29,044

Additional CRA Needed	
Additional ES TIF Needed	
Additional WS TIF Needed	
Balance	-
Value of one mil	6,845,600
Net Value of One Mil	6,909,069

File #: 26-767 City Council 7/16/2026

ORDINANCE

SPONSOR: Jennifer Brahier, Council Vice President

SUBJECT:

PROPOSED ORDINANCE NO. 12-26 - AMENDING CITY CODE SECTION 3-1-7 - EXPENDITURES

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 12-26 on first reading:

AN ORDINANCE AMENDING SECTION 3-1-7 – EXPENDITURES, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR PROHIBITION OF EXPENDING FUNDS RELATING TO OPIOID LITIGATION WITHOUT SPECIFIC AUTHORIZATION FROM CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The amendment to Section 3-1-7 - Expenditures of City Code specifically addresses the expenditure of Opioid Settlement Funds. Additional language is proposed as follows:

The City of Pensacola is a plaintiff in the national opioid litigation pending in United States District Court for the Northern District of Ohio, Case Number 1:18-op-45331-DAP (such litigation, along with any ancillary litigation related thereto, including, without limitation, bankruptcy action(s) of any defendant(s) or its principal(s), is hereinafter collectively, the "Opioid Litigation"). Any money received by the City in relation to the Opioid Litigation, whether through settlement, judgment or otherwise, is hereinafter referred to as "Opioid Funds." Notwithstanding anything in this Code of Ordinances to the contrary and for the avoidance of doubt, (1) all Opioid Funds received by the City must be appropriated by City Council via a supplemental budget resolution in which the Opioid Funds received are the sole item(s) appropriated and which identifies the projects on which the applicable Opioid Funds are to be spent; and (2) all City contracts or agreements involving the expenditure of Opioid Funds must be specifically approved by City Council.

PRIOR ACTION:

The City is party to "Opioid Litigation" and has / will receive settlement funds.

FUNDING:

N/A

FINANCIAL IMPACT:

Funds come from settlements within the "Opioid Lititgation"

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

7/6/2026

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No. 12-26
2. Business Impact Analysis Report

PRESENTATION: No

PROPOSED
ORDINANCE NO. 12-26

ORDINANCE NO. __

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 3-1-7 – EXPENDITURES, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR PROHIBITION OF EXPENDING FUNDS RELATING TO OPIOID LITIGATION WITHOUT SPECIFIC AUTHORIZATION FROM CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 3-1-7 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 3-1-7. - Expenditures.

(a) No money shall be drawn from the treasury of the city, nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriations made by City ~~the~~ ~~c~~Council.

(b) The City of Pensacola is a plaintiff in the national opioid litigation pending in United States District Court for the Northern District of Ohio, Case Number 1:18-op-45331-DAP (such litigation, along with any ancillary litigation related thereto, including, without limitation, bankruptcy action(s) of any defendant(s) or its principal(s), is hereinafter collectively, the "Opioid Litigation"). Any money received by the City in relation to the Opioid Litigation, whether through settlement, judgment or otherwise, is hereinafter referred to as "Opioid Funds." Notwithstanding anything in this Code of Ordinances to the contrary and for the avoidance of doubt, (1) all Opioid Funds received by the City must be appropriated by City Council via a supplemental budget resolution in which the Opioid Funds received are the sole item(s) appropriated and which identifies the projects on which the applicable Opioid Funds are to be spent; and (2) all City contracts or agreements involving the expenditure of Opioid Funds must be specifically approved by City Council.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall take effect on the expiration of the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 12-26 – AN ORDINANCE AMENDING SECTION 3-1-7 – EXPENDITURES, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR PROHIBITION OF EXPENDING FUNDS RELATING TO OPIOID LITIGATION WITHOUT SPECIFIC AUTHORIZATION FROM CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the City
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance amends Section 3-1-7 – Expenditures of City Code, specifically regarding expenditures using Opioid Settlement Funds.

2. This proposed ordinance is not anticipated to have any economic impact on currently operating for-profit businesses within the City.

3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

4. There will be no new charge or fee imposed by the proposed ordinance.

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): None

File #: 26-250 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

U.S. DEPARTMENT OF TRANSPORTATION - GRANT NO. 693JJ32640109 - STREETS ARE FOR EVERYONE (SAFE) PENSACOLA

RECOMMENDATION:

That City Council approve the acceptance of the U.S. Department of Transportation Grant No. 693JJ32640109 - Streets Are For Everyone (SAFE) Pensacola for traffic-calming activities on Gonzalez Street and supplemental planning activities in the amount of $176,000 with a $44,000 local match for a total grant value of $220,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities.

This award will be used by the City of Pensacola to pilot quick-build traffic-calming activities on Gonzalez Street, a 2-mile corridor on the City's High-Injury Network. Low-cost, temporary techniques such shared lane markings, curb extensions, wayfinding signage, and traffic circles will be installed to provide a safe and comfortable environment for bicyclists and pedestrians. The City will also conduct supplemental planning such as road safety audits, and updates to the City's Active Transportation Plan so that it meets the SS4A requirements.

PRIOR ACTION:

N/A

FUNDING:

Budget: $176,000 US DOT Safe Streets and Roads for All Grant

	$44,000	Local Match from City of Pensacola Local Option Gasoline Tax Funds
	$220,000	TOTAL
Actual:	$220,000	Traffic-calming activities and supplemental planning
	$220,000	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. The matching funds are currently appropriated in the Public Works Department within the Local Option Gas Tax fund. Adoption of the supplemental budget resolution will appropriate the grant funds.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

6/23/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Lovoy, Finance Director
Amy Tootle, Public Works Director
Caitlin Cerame, Transportation Planner
Joel Hollon, Grants Division Manager

ATTACHMENTS:

1. SS4A FY23 Grant Agreement 693JJ32640109 City of Pensacola
2. Supplemental Budget Resolution No. 2026-11
3. Supplemental Budget Explanation No. 2026-11

PRESENTATION: No

1. Federal Award No.
693JJ32640109

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
City of Pensacola
222 W Main St
Pensacola, FL 32502

Unique Entity Id.: UBMRAF87HQF5
EIN No.: 59-6000-406

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 24 months

7. Total Amount

Federal Share:	$176,000.00
Recipient Share:	$ 44,000.00
Other Federal Funds:	$ 0
Other Funds:	$ 0
Total:	$220,000.00

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
HSA240211PR/000001

11. Federal Funds Obligated
Base Phase (Pre-NEPA): $140,000

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.4 1010.61006600

14. Description of the Project

This award will be used by the City of Pensacola to pilot quick-build traffic calming activities on Gonzalez Street, a 2-mile corridor on the City's High-Injury Network. Low-cost, temporary techniques such shared lane markings, curb extensions, wayfinding signage, and traffic circles will be installed to provide a safe and comfortable environment for bicyclists and pedestrians. The City will also conduct supplemental planning such as road safety audits, and updates to the City's Active Transportation Plan so that it meets the SS4A requirements.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date

Name: D. C. Reeves

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date

Name: Travis Wheeler

Title: Mayor

Title: Agreement Officer

RECIPIENT :

Signature of Legal Representative

_____

Signature Date

Adam Cobb, City Attorney

RECIPIENT :

Signature of Director

_____

Signature Date

Amy Tootle, Director

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Pensacola (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Streets Are For Everyone (SAFE) Pensacola.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Streets Are For Everyone (SAFE) Pensacola

Application Date: 07/10/2023

2.2 Award Amount.

SS4A Grant Amount: $176,000

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase of the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Base Phase (Pre-NEPA)	$140,000	

Obligation Condition Table		
Phase of the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Phase 1: Design of Demonstration Activities	$12,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

Obligation Condition Table		
Phase of the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Phase 2: Construction of Demonstration Activities	$24,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

2.4 Budget Period.

Base Phase Budget Period: Effective date of award – 05/31/2027

Option Phase 1 Budget Period: Reserved

Option Phase 2 Budget Period: Reserved

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be completed in two geographic areas as follows:

The City of Pensacola's *Streets Are For Everyone (SAFE) Pensacola project* delivers 100% of the program benefits within Pensacola city limits, wherein 50% of our census tracts are disadvantaged. Requested funds will cover reasonable costs for contracted professional services, administrative fees, construction and supplies to engage the public through public notices, workshops, surveys, and presentations; collect, analyze, and present data; inform, plan, install, and evaluate quick-build installations; collect, input, and manage GIS mapping data pertaining to the project; and develop intervention strategies.

The Gonzalez Street Neighborhood Greenway Quick Build Project will cover contractual, construction, supplies, and administrative costs for consultant and contractors to conduct public engagement, surveys, data analysis, quick build installation, final report with project evaluation.

The Roadway/Intersection Safety Audit and Vision Zero Action planning project will cover contractual and administrative costs for consultant to conduct safety analysis, mapping field visit, workshops, goals and timeline encompassed in final report with strategies for implementation. Costs for project tasks include:

The project will be completed in three phases as follows:

Base Phase (Pre-NEPA):

- **The Gonzalez Street Neighborhood Greenway Quick Build Project** will consist of:
    - Consultant will provide analysis and documentation confirming NEPA categorical exclusion for demonstration activities.
    - Consultant creating an initial assessment of roadway and lead public engagement including 1 workshop and final presentation to City Council. Will also include public noticing and website development.
    - Consultant will develop draft and final report.
- **The Roadway/Intersection Safety Audit and Vision Zero Action planning project** will consist of:
    - Consultant conducting online and field data collection via site visits and GIS mapping of target areas on high injury crash network.
    - The consultant will conduct public engagement including one public workshop, one stakeholder workshop, and presentation to City Council. Engagement will include public noticing.
    - The consultant will conduct an analysis using crash modification factors and develop vision zero strategy including 5 E's of safety.
    - The consultant will develop final plan in digital format and all final maps in ArcGIS map package and interactive map. Will include development of Vision Zero ordinance to be presented as part of final presentation to City Council.

Option Phase 1: Design of Demonstration Activities:

- **The Gonzalez Street Neighborhood Greenway Quick Build Project will consist of:**
    - The Consultant designing preliminary and final visuals and roadway renderings with quick build concepts.
    - The consultant will develop report with pre and post evaluation of quick build project. Will be digital with ArcGIS story map format.

Option Phase 2: Construction of Demonstration Activities:

- The City will purchase temporary demonstration materials such as delineators, thermos, rubber curbs, and signage.
- The City will install quick build materials and conduct maintenance of traffic with oversight and guidance from the consultant.

3.2 Project's Estimated Schedule.

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	05/01/2026
Planned Construction Start Date	08/1/2026
Planned Evaluation Period End Date:	1/31/2027
Planned SS4A Final Report Date:	4/15/2027

Supplemental Planning Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	04/01/2026
Planned Draft Plan Completion Date:	08/30/2026
Planned Final Plan Completion Date:	11/28/2026
Planned Final Plan Adoption Date:	01/30/2027
Planned SS4A Final Report Date:	5/31/2027

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$176,000.00
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$44,000.00
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$220,000.00

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	$22,000	$0	**$22,000**
Architectural and engineering fees	$168,000	$0	**$168,000**
Construction	$2,000	$0	**$2,000**
Equipment	$0	$0	**$0**
Miscellaneous	$28,000	$0	**$28,000**
Project Total	**$220,000**	**$0**	**$220,000**

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Caitlin Cerame
Transportation Planner (SS4A Project Manager)
City of Pensacola
222 W Main St
Pensacola, FL 32502
850-436-5689
ccerame@cityofpensacola.com

4.2 Recipient Key Personnel.

Name	Title or Position
Caitlin Cerame	Transportation Planner (SS4A Project Manager
Philip Bolin	Grants & Special Projects Coordinator (Grant Manager)

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Florida
Agreement Officer's Representative (AOR)
FHWA FL. Division Administrator
Federal Highway Administration
3500 Financial Plaza Suite 400
Tallahassee, FL 32312
(850) 553-2200
florida.fhwa@dot.gov

and

John McKechnie
Florida Division Office Lead Point of Contact
Transportation Engineer
3500 Financial Plaza, Suite 400
Tallahassee, FL 32312
(850) 553-2236
john.mckechnie@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "**AO**") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308(f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

N/A

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial

institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2. The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.

6.5 The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.

6.6 The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

6.7 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

6.8 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: West Gonzalez Street from North Pace Blvd to North 9th Ave

Baseline Measurement Date: May 1, 2026

Baseline Report Date: May 31, 2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

	Application		Section 3.3	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C
[RESERVED]

ATTACHMENT D
[RESERVED]

ATTACHMENT E
LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The City of Pensacola has various policies and laws in place that reflect a commitment to creating good-paying jobs, ensuring the free and fair choice to join a union, and incorporating strong labor standards.

Creation of Good-Paying Jobs

The City of Pensacola demonstrates its commitment to good-paying jobs through its established compensation philosophy and practices:

• Attracting and Retaining Quality Employees: The City's leadership is committed to "attracting and retaining the employees necessary to provide high quality services" and has updated its compensation and classification systems to "better reflect best practices" and market competitiveness.

• Fair and Equitable Compensation: The City's compensation administration program is designed to be a "fair and equitable method of compensation for all employees", establishing a basic salary schedule and incorporating components like market adjustments, pay for performance, and exceptional circumstance adjustments. The compensation analysis component of a study conducted for the City aimed to ensure the City is "positioned in the market relative to other local area government organizations with similar positions and to develop recommendations that allow the City to recruit and retain quality employees".

• Regular Salary Reviews and Adjustments: The City reviews its salary schedule annually, often tying adjustments to the Consumer-Price-Index (CPI) and comparable survey data to ensure its pay ranges remain competitive. This allows for potential "Cost of Living Adjustments or COLA".

• Adherence to Minimum Wage Standards: The City "adheres strictly to both the U.S. Department of Labor and the Florida Department of Labor" minimum wage, paying the higher of the two to all staff, including part-time, temporary, and limited-service employees. In fact, the Mayor's office has proactively worked to "raise the minimum wage in 2020" to promote the public good, recruit and retain talented staff, and improve the work environment and employee morale.

• Supplemental Compensation and Development: The City provides premium pay/supplemental compensation for various roles and achievements, such as shift differential pay, field training pay, certification pay, and special duty pay. For firefighters, this includes a $3,000.00 annual pay incentive for obtaining and maintaining a Florida Emergency Medical Technician (EMT) Certification, which is pensionable. Additionally, the City offers an education reimbursement program to encourage personal development, helping employees "maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola". This program covers tuition, books, and fees for required and job-related courses, and even partially for non-job-related courses or a high school diploma.

Free and Fair Choice to Join a Union

Both state law and City policy recognize and support the rights of employees to organize and bargain collectively:

• Right to Organize and Represent: Florida state policy declares that "The working person, unionist or nonunionist, must be protected. The right to work is the right to live". It explicitly grants "public employees the right of organization and representation" and requires the state and local governments to "negotiate with bargaining agents". Public employees have the "right to be represented by any employee organization of their own choosing and to negotiate collectively, through a certified bargaining agent". They also retain the "right to refrain from exercising the right to be represented".

• Recognition of Bargaining Agents: The City of Pensacola formally recognizes employee organizations, such as the International Association of Firefighters, Local No. 707, as the "sole and exclusive bargaining representative" for their covered employees regarding "rates of pay, wages, hours of employment and other terms and conditions of employment".

• Collective Bargaining Process: Collective bargaining is defined as the "mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract". The City and union are expected to participate actively with an open mind and a sincere desire to resolve differences. Agreements reached are "not binding on the public employer until such agreement has been ratified by the public employer and by public employees who are members of the bargaining unit".

• Respect for Collective Bargaining Agreements (CBAs): The City's Employee Handbook and HR Policy Manual explicitly state that "Where specific provisions of a collective bargaining agreement apply to certain employees, the provisions of the collective bargaining agreement shall control". Updates to the Human Resources Policy Manual in 2019 and 2020 explicitly noted that the "terms and conditions of bargaining unit employees that are part of collective bargaining agreements are not altered by the 2019 HRPM".

• Grievance Rights and Management Authority: The City's management rights "shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation". Union employees are covered by procedures outlined in their individual bargaining agreements for grievances and appeals.

• Support for Union Activities: The City facilitates union activities by providing "three hundred (300) hours annually for use as IAFF Pool Time" for union business, such as grievance meetings or negotiating sessions.

Strong Labor Standards

The City implements various labor standards to ensure a fair, safe, and ethical working environment:

• Fair Labor Standards Act (FLSA) Compliance: The City's policy is to "strictly comply with the Federal Fair Labor Standards Act (FLSA)" regarding overtime for non-exempt employees. The FLSA establishes minimum wage, overtime pay, recordkeeping, and child labor standards for public sector workers.

• Workplace Safety and Health: The City maintains a strong commitment to a "safe and drug/alcohol-free work environment". This includes pre-employment, random, for-cause/reasonable suspicion, post-accident, and return-to-duty/follow-up drug and alcohol testing in accordance with state and federal laws, including 49 C.F.R. Part 382 and Part 40 (USDOT regulations). The City also provides Workers' Compensation benefits for job-related injuries in accordance with Florida Workers’ Compensation Law (Chapter 440), ensuring employees are assured of their job when released to return to duty or offered reasonable placement commensurate with physical limitations.

• Ethical Conduct and Conflict of Interest: Employees are expected to conduct business "fairly, impartially, ethically, and in compliance with all laws and regulations". The City adheres to Florida Statutes regarding conflicts of interest, prohibiting employees from holding employment or contractual relationships with entities regulated by or doing business with the City, unless specifically excluded (e.g., collective bargaining representatives).

• Veteran Preference: The City applies veterans' preference in appointment and retention for eligible military veterans and their families, as outlined in Chapter 295.07, Florida Statutes. Federal law (USERRA) further protects the employment and reemployment rights of uniformed service members.

• Grievance and Appeal Processes: For regular, non-union, non-SES employees, the City has established a "City Personnel Board (CPB) to provide a fair and equitable mechanism for the expeditious review of employee disciplinary appeals," including terminations for cause and disciplinary demotions. For union employees, specific grievance and appeal procedures are outlined in their collective bargaining agreements.

These policies and legal frameworks demonstrate the City's comprehensive approach to labor standards, fair compensation, and respecting employees' rights to unionize.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

This project will not include the purchase of information technology or operational technology.

RESOLUTION
NO. 2026-11

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	63,056,927
Amended To Read:	Federal Grants	63,232,927
As Reads	Capital Outlay	59,863,624
Amended To Read:	Capital Outlay	60,039,624

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

JULY 2026 - SUPPLEMENTAL BUDGET RESOLUTION - DOT - GRANT NO. 693JJ32640109 - STREETS ARE FOR EVERYONE (SAFE) PENSACOLA - Explanation No. 2026-11

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	176,000	Increase estimated revenue for Federal Grants
Total Revenues	176,000	
Appropriations		
Cpaital Outlay	176,000	Increase appropriation funding for Capital Outlay
Total Appropriations	176,000	

File #: 26-254 City Council 7/16/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-11 - U.S. DEPARTMENT OF TRANSPORTATION - GRANT NO. 693JJ32640109 - STREETS ARE FOR EVERYONE (SAFE) PENSACOLA

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-11.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities.

This award will be used by the City of Pensacola to pilot quick-build traffic-calming activities on Gonzalez Street, a 2-mile corridor on the City's High-Injury Network. Low-cost, temporary techniques such shared lane markings, curb extensions, wayfinding signage, and traffic circles will be installed to provide a safe and comfortable environment for bicyclists and pedestrians. The City will also conduct supplemental planning such as road safety audits, and updates to the City's Active Transportation Plan so that it meets the SS4A requirements.

PRIOR ACTION:

N/A

FUNDING:

Budget:	$176,000	US DOT Safe Streets and Roads for All Grant
	$44,000	Local Match from City of Pensacola Local Option Gasoline Tax Funds

	$220,000	TOTAL
Actual:	$220,000	Traffic-calming activities and supplemental planning
	$220,000	TOTAL

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

6/11/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Lovoy, Finance Director
Amy Tootle, Public Works Director
Caitlin Cerame, Transportation Planner
Joel Hollon, Grants Division Manager

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-11
2. Supplemental Budget Explanation No. 2026-11

PRESENTATION: No

RESOLUTION
NO. 2026-11

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	63,056,927
Amended To Read:	Federal Grants	63,232,927
As Reads	Capital Outlay	59,863,624
Amended To Read:	Capital Outlay	60,039,624

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

JULY 2026 - SUPPLEMENTAL BUDGET RESOLUTION - DOT - GRANT NO. 693JJ32640109 - STREETS ARE FOR EVERYONE (SAFE) PENSACOLA - Explanation No. 2026-11

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	176,000	Increase estimated revenue for Federal Grants
Total Revenues	176,000	
Appropriations		
Cpaital Outlay	176,000	Increase appropriation funding for Capital Outlay
Total Appropriations	176,000	

File #: 26-768 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

ACCEPTANCE OF GRANT AMENDMENT 1 - CARPENTER CREEK BAYOU TEXAR WATERSHED OUTFALLS PROJECT

RECOMMENDATION:

That City Council approve the acceptance of Grant Amendment 1 for the Carpenter Creek Bayou Texar Watershed Outfalls Project, extending the grant agreement end date to August 25, 2029, and adding $5,120,000 in new funding to the $830,000 awarded in the 2024 Florida Department of Environmental Protection RES12 Grant Agreement, resulting in a total grant value of $5,950,000. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the amendment's additional grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods.

The Carpenter Creek Bayou Texar Watershed Outfalls Project (Project) was selected under RESTORE Council's Funded Priority List 3b Florida Water Quality Improvement Program. The Project's goal is to improve the water quality and overall ecological health of the Bayou by targeting infrastructure investments to improve water quality and eliminate significant levels of harmful runoff. The Project includes design, engineering, permitting and construction of advanced underground treatment units in addition to replacement of existing conveyance structures, as needed, which will remove debris, floatables, sediment, and nutrients at five (5) outfalls prior to entering the Bayou. The Project's outfall improvements will capture and treat stormwater runoff from 40 acres in Pensacola with goals of reducing nitrogen, phosphorus, and total suspended solids.

PRIOR ACTION:

September 12, 2024: City Council approved the legislative action item and corresponding supplemental budget resolution pertaining to the original Florida Department of Environmental Protection (FDEP) RES12 Grant in the amount of $830,000 for planning, engineering/design, and permitting of treatment units to remove debris and floatables at five (5) outfalls that feed the Carpenter Creek Bayou Texar Watershed Outfalls Project.

FUNDING:

Budget	$ 5,120,000	Florida DEP RES12 Grant Amendment
	$ 830,000	Florida DEP Original RES12 Grant
	$ 5,950,000	

Actual	$ 845,145	Planning, Design, and Engineering Services
	$ 5,104,855	Construction Services
	$ 5,950,000	

FINANCIAL IMPACT:

The grant funds amendment will provide additional funding for this project. Adoption of the supplemental budget resolution will appropriate the grant additional funds. No matching funds are required for this grant.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

6/24/2026

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins, Associate City Administrator
Amy Lovoy, Finance Director
Amy Tootle, Public Works & Engineering Director
Brad Hinote, City Engineer
Joel Hollon, Grants Division Manager

ATTACHMENTS:

1. RES12 Amendment 1 - Carpenter Creek Bayou Texar
2. Supplemental Budget Resolution No. 2026-24
3. Supplemental Budget Explanation No. 2026-24

PRESENTATION: No

AMENDMENT NO. 1
TO AGREEMENT NO. RES12
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF PENSACOLA

This Amendment to Agreement No. RES12 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Pensacola, 222 W. Main Street, Pensacola, Florida 32502 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for design, engineering, permitting and construction of advanced underground treatment units in addition to replacement of existing conveyance structures, as needed, which will remove debris, floatables, sediment, and nutrients at five (5) outfalls prior to entering the Bayou effective October 9, 2024;

WHEREAS, the parties wish to amend the Agreement to revise the grant work plan to add tasks and increase funding; update the project timeline and extend the end date; reallocate funds between tasks; and otherwise update the terms and conditions as set forth herein.

NOW THEREFORE, the parties agree as follows:

1) The Agreement is extended for a two (2) year period to begin August 26, 2027, and remain in effect until August 25, 2029. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2) The total amount of funding for the Agreement is increased by $5,120,000 to $5,950,000.
3) Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
4) Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
5) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
6) Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.
7) Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, as attached to this Amendment and hereby incorporated into the Agreement. All

references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.

8) Exhibit C, Payment Request Summary Form, is hereby deleted in its entirety and replaced with Exhibit C-1, Revised Payment Request Summary Form, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Exhibit C shall hereinafter refer to Exhibit C-1, Revised Payment Request Summary Form.

9) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF PENSACOLA

By: _____
D.C. Reeves, Mayor

Date: _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Date: _____

(AFFIX CITY SEAL)

Attest: _____
Ericka L. Burnett, City Clerk

Approved as to Content:

_____
Department Director

Legal in form and valid as drawn:

_____
City Attorney

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

Specify Type	Letter/Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (17 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (9 pages)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Exhibit	A-1	Revised Progress Report Form (5 pages)
Exhibit	C-1	Revised Payment Request Summary Form (5 pages)

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

   iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such

Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

    i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital

outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such

terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of

God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of

Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

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

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

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

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if

applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.

e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions,

may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED SPECIAL TERMS AND CONDITIONS
AGREEMENT NO. RES12

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is multiple existing stormwater outfalls in residential neighborhoods along the Bayou. Each outfall predates modern-day stormwater regulations, thus discharging untreated stormwater and sediments directly into Bayou Texar. Water quality analysis and pollutant load models reveal elevated nutrient concentrations at downstream monitoring stations. Existing infrastructure at the sites include paved flumes leading from curb inlets directly into the Bayou. This Project will plan, design, permit, and construct stormwater treatment units and green infrastructure techniques at 5 existing outfalls with goals of reducing nitrogen, phosphorus, and total suspended solids. The discharge of untreated stormwater runoff causes increased sediment and nutrient loading that has an adverse effect on the ecology of Bayou Texar. The Bayou represents a significant habitat for 70 identified rare, imperiled or threatened animal species and at least 68 rare, imperiled or threatened plant species. The City of Pensacola seeks to improve the water quality and overall ecological health of the Bayou by targeting infrastructure investments to improve water quality and eliminate significant levels of harmful runoff. This proposed Project will fund planning, design, permitting, and construction of 5 improved stormwater outfalls into Bayou Texar, along with the development and implementation of a monitoring plan to measure the effectiveness of the improved outfalls once constructed. Specifically, the improved outfalls would capture and treat stormwater runoff from 40 acres in Pensacola that currently discharges untreated runoff directly into the Bayou. The proposed improvements will include advanced underground treatment units which will remove debris and floatables prior to entering the Bayou. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.
None.

ATTACHMENT 3-A
REVISED GRANT WORK PLAN

PROJECT TITLE: Carpenter Creek Bayou Texar Watershed Outfalls

PROJECT LOCATION: The project is located near where Carpenter Creek enters Bayou Texar in the Pensacola Bay System. The project is within the City of Pensacola, Florida. See Figure 1 for Project Location.

PROJECT BACKGROUND: The Gulf Coast Ecosystem Restoration Council (RESTORE Council) is comprised of eleven (11) state and federal members. Council members include the governors of Alabama, Florida, Louisiana, Mississippi, and Texas, the Administrator of the U.S. Environmental Protection Agency and the Secretaries of the U.S. Departments of the Interior, Commerce, Agriculture, Homeland Security, and the Army. The Administrator of the U.S. Environmental Protection Agency serves as Council Chair.

One of the RESTORE Council's primary responsibilities is to develop a comprehensive plan to restore the ecosystem and economy of the Gulf Coast region in the wake of the *Deepwater Horizon* oil spill. The RESTORE Council selects projects to be funded by the Gulf Coast Restoration Trust Fund and adds them to an approved Funded Priorities List. Projects listed on the approved Funded Priorities list must implement one or more of the seven (7) objectives set by the RESTORE Council:

(1) Restore, Enhance and Protect Habitats
(2) Restore, Improve, and Protect Water Resources
(3) Protect and Restore Living Coastal and Marine Resources
(4) Restore and Enhance Natural Processes and Shorelines
(5) Promote Community Resilience
(6) Promote Natural Resource Stewardship and Environmental Education
(7) Improve Science-Based Decision-Making Processes

Carpenter Creek and Bayou Texar have experienced environmental degradation since the 1950s. These waterways currently have verified 303(d) listed impairments and other pollutants. A Carpenter Creek Watershed Master Plan provides a holistic approach for planning projects in the watershed. The Carpenter Creek Bayou Texar Watershed Outfalls project is 1 of 15 projects identified in the Carpenter Creek Watershed Master Plan. The identified projects are intended to be the first-step measure to protect and restore the Carpenter Creek and Bayou Texar watersheds.

Stormwater outfalls and conveyances in this area predate modern-day stormwater regulations, thus untreated stormwater and sediments are discharged directly into Bayou Texar. Water quality analysis and pollutant load models reveal elevated nutrient concentrations at downstream monitoring stations. Existing infrastructure at the sites include paved flumes leading from curb inlets directly into the Bayou.

PROJECT DESCRIPTION: The Carpenter Creek Bayou Texar Watershed Outfalls Project (Project) was selected under RESTORE Council's Funded Priority List 3b Florida Water Quality Improvement Program. The Project's goal is to improve the water quality and overall ecological health of the Bayou by targeting infrastructure investments to improve water quality and eliminate significant levels of harmful runoff. The Project includes design, engineering, permitting and construction of advanced underground treatment units in addition to replacement of existing conveyance structures, as needed, which will remove debris, floatables, sediment, and nutrients at five (5) outfalls prior to entering the Bayou. The Project's outfall improvements will capture and treat stormwater runoff from 40 acres in Pensacola with goals of reducing nitrogen, phosphorus, and total suspended solids.

The Project addresses RESTORE Council's goal to Restore Water Quality and Quantity. The City of Pensacola (Grantee) will oversee Project planning and design, secure permits, prepare bid documents, and execute a contract to construct the 5 improved stormwater outfalls into Bayou Texar. The Project includes effectiveness monitoring to document annual pollutant load reductions.

TASKS and DELIVERABLES:

Task 1: Procurement of Engineering Services

Description: The Grantee will competitively procure a qualified Engineering Consultant per Chapter 255, F.S., and applicable provisions of 2 CFR part 200, to prepare engineering, design, surveys, geotechnical analysis in support of construction bidding, preparation of construction bid documents, and all required permit applications necessary to construct the Project. Work requiring a professional license will be performed by professionals licensed in the State of Florida to provide the required services. The Grantee will make a written request to the Department's Grant Manager and receive written approval at least 7 business days prior to authorizing the services to commence.

Deliverables: The Grantee will submit: 1) a letter requesting approval to commence planning, design, permitting and other consultation services through the selected Engineering Consultant and 2) electronic copies of the solicitation(s) and executed contract(s), and 3) the following information for each procurement:

• Name and Universal Entity Identification (UEI) number of Engineering Consultant. Identify the name of the contractor and provide the Engineering Consultant's UEI number. The UEI number can be obtained at SAM.gov.
• Procurement Method. Identify the method of procuring the contract. If the contract is sole sourced, include a detailed justification as to why this organization is the only one able to perform the services or how this selection is otherwise in conformance with applicable contracting rules related to noncompetitive awards.
• Type of contract awarded (e.g., time and materials, fixed, etc.).
• Period of Performance. Specify the beginning and ending dates of the contract.
• Scope of Work. Describe the specific services/tasks to be performed by the Engineering Consultant and relate them to the accomplishment of project or program objectives. Deliverables should be clearly defined.
• Method of Accountability. Describe how the progress and performance of the contactor will be monitored during and on close of the period of performance. Identify who will be responsible for supervising the contract.
• Contract Amount. At a minimum, provide the total amount of the contract.

Performance Standard: The Department's Grant Manager will review the deliverables to verify they have been completed as described above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with work funded by this grant. If the Grantee proceeds prior to the DEP Grant Manager's approval, the Grantee proceeds at their own risk.

Payment Request Schedule: Not applicable to this task.

Task 2: Construction Documents and Permits

Description: The Grantee will complete the design of stormwater controls in the Bayou Texar watershed and obtain all necessary permits for construction of the project(s). The Grantee will notify the Department's Grant Manager of the Grantee's design review meeting(s) with the Engineering Consultant to review comments on the plans and specifications prior to release for bid. The Grantee will provide an opportunity to for the Department's

Grant Manager attend meetings in support of the preparation of conceptual through final design documents. The Grantee shall prepare an attendance log and record notes from the meeting(s).

Where applicable, the Grantee shall arrange for and schedule pre-application meetings with the appropriate agencies to review the project and determine information to be provided prior to submitting the permit applications. The dates, times and locations of the preapplication meetings shall be coordinated with the Department's Project Manager. Subsequent to the pre-application meetings the Grantee shall prepare any required permit applications for submittal to each of the local, state or federal agencies that require a permit(s) for construction of the proposed stormwater control projects. The Grantee will make a complete response to requests for additional information (RAI) from the applicable agencies.

Deliverables: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager; 2) electronic copies of intermediate designs and (1) half scale 11"x17" hard copy and one (1) electronic PDF copy of the final plans and technical specifications; 3) attendance log and notes from all design review meeting(s); 4) list of all applicable permits or notifications of exemption; 5) list of attendees at pre-application meetings and minutes from each meeting; and 6) electronic copies of all applications submitted and permits, or other approvals received for this project.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, all required permits or notifications of exemption. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Monitoring Plan

Description: The Grantee will prepare a detailed Monitoring Plan (Plan) to determine the effectiveness of the treatment units to remove sediments, debris and floatables. The Monitoring Plan will specify one or more representative units to be monitored, and will include both qualitative (photos) and quantitative (volume or weight) methodologies and procedures to be conducted quarterly for at least one year post construction.

Deliverables: The Grantee will submit: 1) an electronic copy of the draft Monitoring Plan in Word format submitted to the Department's Grant Manager for review and comment; and 2) an electronic copy of the final Monitoring Plan in Word or PDF format that incorporates comments provided by the Department's Grant Manager, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above.

Payment Request Schedule: Not applicable to this task.

Task 4: Bidding and Contractor(s) Selection (Added through Amendment 1)

Task Description: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to execute a contract with to complete construction of the Project. The Grantee will: 1) hold a preconstruction meeting; 2) make a written request to the Department's Grant Manager and receive written approval at least 7 business days prior to authorizing the services to commence; 3) issue a Notice to Proceed to the construction contractor.

Deliverables: Once executed, the Grantee will submit electronic copies of 1) a letter requesting approval to commence construction and other construction inspection services 2) the invitation to bid and associated bid documents; and 3) the executed construction contract; and 4) the following information for each contract:

• Name and UEI number of Construction Contractor. Identify the name of the Engineering Consultant and provide the Construction Contractor's UEI number.
• Procurement Method. Identify the method of procuring the contract. If the contract is sole- sourced, include a detailed justification as to why this organization is the only one able to perform the services or how this selection is otherwise in conformance with applicable contracting rules related to noncompetitive awards.
• Type of contract awarded (e.g., time and materials, fixed, etc.).
• Period of Performance. Specify the beginning and ending dates of the contract.
• Scope of Work. Describe the specific services/tasks to be performed by the Construction Contractor and relate them to the accomplishment of project or program objectives. Deliverables should be clearly defined.
• Method of Accountability. Describe how the progress and performance of the Construction Contractor will be monitored during and on close of the period of performance. Identify who will be responsible for supervising the contract.
• Contract Amount. At a minimum, provide the total amount of the contract.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with the construction and inspection of the Project as described in Task 5.

Payment Request Schedule: Not applicable to this subtask.

Task 5: Construction and Inspection of the Project (Added through Amendment 1)

Task 5 Description: The Grantee will construct and inspect the Project in accordance with the design plans and specifications, bid documents and construction contract(s) approved by the Department's Grant Manager in Tasks 1 and 2, and in accordance with all permits issued by local, state and/or federal agencies.

Deliverables: The Grantee will submit: 1) Progress reports describing the work completed during any payment request period, remaining work to be completed, and any updates to the construction schedule; 2) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 3) Signed acceptance of the completed work by the Grantee; 4) Signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design; and 5) an electronic PDF copy of As-Built drawings.

Performance Standard: The Department's Grant Manager will review the deliverables have been completed as described above. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 6: Monitoring (Added through Amendment 1)

Task 6 Description: The Grantee will perform monitoring in accordance with its Monitoring Plan (Plan) developed in Task 3. The Grantee will conduct quarterly sampling as described in the Plan for at least a one-year period following the conclusion of construction in accordance with the Plan.

Deliverables: The Grantee will submit: 1) raw quantitative data and photographs; and 2) Summary of Findings to the Department's Grant Manager for review and comment after completion of the monitoring. The Summary of Findings will include information on the treatment effectiveness of the constructed stormwater treatment facilities.

Performance Standard: The Department's Grant Manager will review the deliverables submitted to verify they have been completed as described above.

Payment Request Schedule: Not applicable to this task.

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PROJECT TIMELINE: The tasks must be completed by the corresponding task end date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/Frequency
1	Procurement of Engineering Services	Upon Execution	Upon award of selection of the Engineering Consultant	Within (5) days of final execution of the Grantee's Contract with the Selected Engineering Consultant
2	Construction Documents and Permits	Within thirty (30) days of Engineering Consultant Award	December 31, 2027	1) Final plans and bid documents are due within five (5) business days of receipt by the Grantee from the Engineering Consultant; 2) Attendance log and notes from the review and/or pre-application meeting(s) are due within three (3) business days of conclusion of the meeting(s); 3) permit applications are due within five (5) days of the Grantee's submittal to the permitting agencies; and 4) Final Permit documentation is due within (5) days of the Grantee's receipt of all required permits or other approvals from permitting agencies
3	Monitoring Plan	Upon Execution	Upon conclusion of Task 2	Within five (5) days of completion by the Grantee
4 (added through Amendment 1)	Bidding and Contractor(s) Selection	Upon completion of Task 2 and no more than thirty (30) days of Grantee's Board approval of final plans and specifications.	Within six (6) months of completion of construction documents and permits	All bid-related documents and electronic copies of the executed contract(s) shall be provided no later than five (5) business days from final contract execution.
5 (added through Amendment 1)	Construction and Inspection of the Project	Upon Notice to Proceed issued to the Contractor	Within 18 months of Notice to Proceed	Relevant deliverables shall be submitted with any payment request up to monthly. All task related work must be complete

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/Frequency
				by, and all deliverables must be received by the task end date.
6 (added through Amendment 1)	Monitoring	Upon completion of Task 5	Within 18 months of completion of construction activities	All task related work must be complete by, and all deliverables must be received by the task end date.

BUDGET DETAIL BY TASK: Cost reimbursable grant funding must not exceed the budget amounts as indicated below. (Updated through Amendment 1)

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task	Budget Category	Budget Amount
1	No Cost	$0
	Total for Task 1	**$0**
2	Contractual Services (Subcontractor)	$845,145
	Total for Task 2	**$845,145**
3	No Cost	$0
4	No Cost	$0
	Total for Tasks 3 & 4	**$0**
5	Contractual Services (Subcontractor)	$5,104,855
	Total for Task 5	**$5,104,855**
6	No Cost	$0
	Total for Task 6	**$0**
Grand Total for All Tasks:		**$5,950,000**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed
Contractual Services (Subcontractor)	**$5,950,000**

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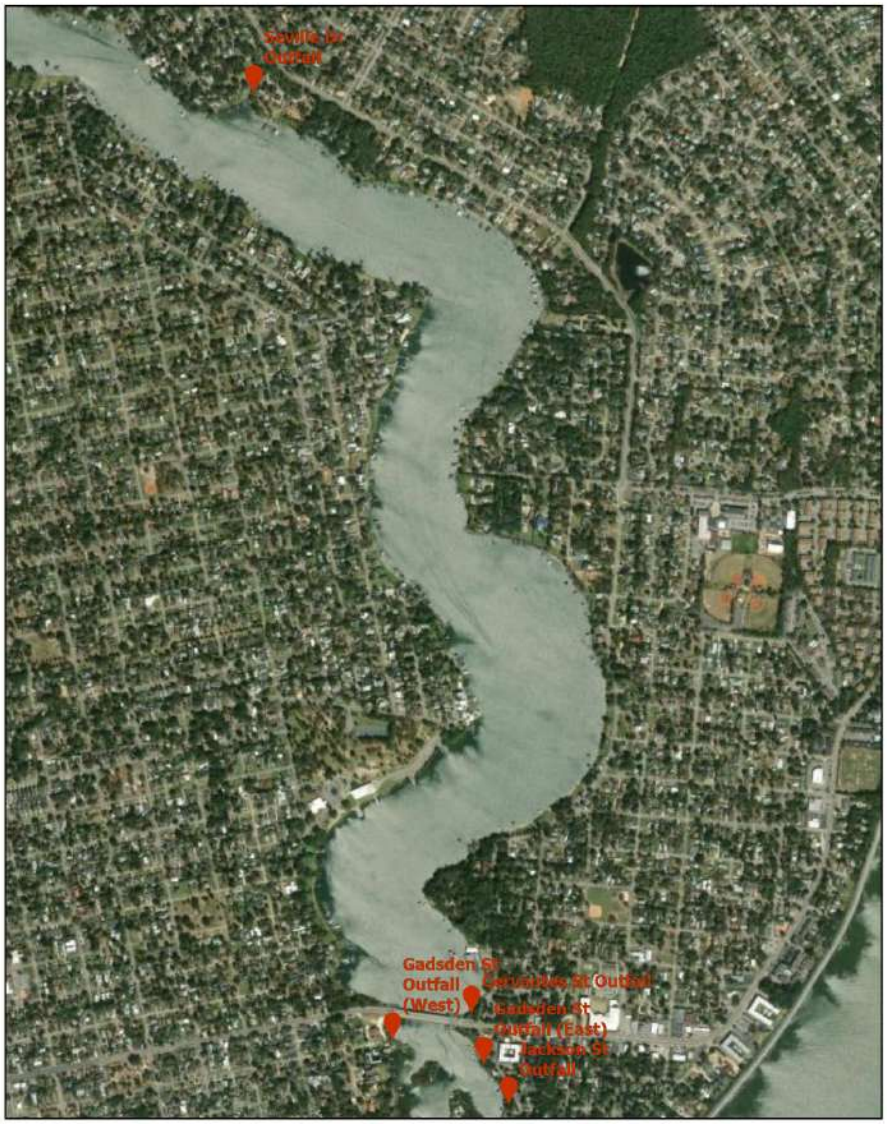
Figure 1. Project Location of the five stormwater outfalls.

Bayou Texar Outfall Improvement Locations



Name	Lat/Long
Gadsden St Outfall (west)	30.425083, -87.189583
Jackson St Outfall	30.423472, -87.185472
Cervantes St Outfall	30.42575, -87.18675
Gadsden St Outfall (east)	30.424472, -87.1862
Seville Dr Outfall	30.4503, -87.193527

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

   By Mail:

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

   Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Gulf Coast Ecosystem Restoration Council	87.051	Gulf Coast Ecosystem Restoration Council Comprehensive Plan Component Program	$830,000	087125
Amendment 1	Gulf Coast Ecosystem Restoration Council	87.051	Gulf Coast Ecosystem Restoration Council Comprehensive Plan Component Program	$5,120,000	087125
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$5,950,000	

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A-1 Revised Progress Report Form

DEP Agreement No.:	RES12
Project Title:	Carpenter Creek Bayou Texar Watershed Outfalls Project
Grantee Name:	City of Pensacola
Grantee's Grant Manager:	
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Procurement of Engineering Services

- **Progress for this reporting period**: (e.g., started, in progress, completed, etc.)
- **Identify delays or problems encountered**:

Deliverable	Date Submitted to DEP	Date Accepted by DEP
Letter requesting approval to commence planning		
Grantee's solicitation and Executed Contract w/ Engineering Consultant		
Contract Information		

Task 2: Construction Documents and Permits

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Deliverable	Date Submitted to DEP	Date Accepted by DEP
(Date of Meeting) Attendance Log/Notes		
List of Permits		
Permit Applications submitted		

Permit Authorizations received		
Interim Design Plans		
Final Plans and Bid Specification Documents		

Task 3 Monitoring Plan

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Deliverable	Date Submitted to DEP	Date Accepted by DEP
Grantee's Draft Monitoring Plan		
Grantee's Final Monitoring Plan		

Task 3: Monitoring Plan

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Deliverable	Date Submitted to DEP	Date Accepted by DEP
Electronic copy of draft Monitoring Plan		
Electronic copy of final Monitoring Plan		

Task 4: Bidding and Contractor(s) Selection

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Deliverable	Date Submitted to DEP	Date Accepted by DEP
Letter requesting approval to commence construction and other services		
Invitation to bid and associated bid documents		
Executed construction contract		
Associated information for each contract		

Task 5: Construction and Inspection of the Project

- **Progress for this reporting period**:

- **Identify delays or problems encountered**:

Deliverable	Date Submitted to DEP	Date Accepted by DEP
Progress Reports:		
Describing work completed during any payment request period		
Remaining work to be completed		
Any updates to the schedule		
Dated color photos of the construction site(s)		
Signed acceptance of completed work by Grantee		
Signoff from FL Licensed PE regarding completed construction		
Electronic PDF of As-Built drawings		

Task 6: Monitoring

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Deliverable	Date Submitted to DEP	Date Accepted by DEP
Raw quantitative data and photos		
Summary of Findings after monitoring completion		

Projected expenditures:

Indicate the projected expenditures for the next calendar quarter:

$_____

This is the amount you expect to submit for reimbursement next quarter. If there are no expenditures expected, please indicate the reason:

Completion Status for Tasks

Indicate the completion status for the following tasks, as applicable to the project. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 0% ☐ 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): N/A %

Overall Project Completion (Estimated): N/A %

****RESERVED**** Please provide an update on the status of construction each outfall:

Outfall 1:

Construction start date (month/year): _____ Projected ☐ or Actual ☐

Initiation of operation date (month/year) _____ Projected ☐ or Actual ☐

Project Location Details:

Outfall 2:

Construction start date (month/year): _____ Projected ☐ or Actual ☐

Initiation of operation date (month/year) _____ Projected ☐ or Actual ☐

Project Location Details:

Outfall 3:

Construction start date (month/year): _____ Projected ☐ or Actual ☐

Initiation of operation date (month/year) _____ Projected ☐ or Actual ☐

Project Location Details:

Outfall 4:

Construction start date (month/year): _____ Projected ☐ or Actual ☐

Initiation of operation date (month/year) _____ Projected ☐ or Actual ☐

Project Location Details:

Outfall 5:

Construction start date (month/year): _____ Projected ☐ or Actual ☐

Initiation of operation date (month/year) _____ Projected ☐ or Actual ☐

Project Location Details:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____

Signature of Grantee's Grant Manager
(*Original Ink or Digital Timestamp*)

Date

Exhibit C-1
REVISED PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: _____
Agreement Effective Dates: _____

Grantee: _____Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____
Task/Deliverable(s) Total Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$ N/A**	**$**	**$N/A**	**$N/A**
Fringe Benefits	**$ N/A**	**$**	**$N/A**	**$N/A**
Indirect Cost	**$ N/A**	**$**	**$N/A**	**$N/A**
Contractual/Subaward (Subcontractors/Subrecipients)	**$**	**$**	**$N/A**	**$N/A**
Travel	**$ N/A**	**$**	**$N/A**	**$N/A**
Equipment (Direct Purchases)	**$ N/A**	**$**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$ N/A**	**$**	**$N/A**	**$N/A**
Miscellaneous/Other Expenses	**$ N/A**	**$**	**$N/A**	**$N/A**
Land Acquisition	**$ N/A**	**$**	**$N/A**	**$N/A**
Supplies	**$ N/A**	**$**	**$N/A**	**$N/A**
TOTAL AMOUNT OF THIS REQUEST	**$**	**$**	**$N/A**	**$N/A**
TOTAL GRANT BUDGET AMOUNT	**$**		**$N/A**	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF	**$**		**$N/A**	
TOTAL REMAINING IN BUDGET	**$**		**$N/A**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

d. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
e. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
f. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Grantee's Certification of Payment Request

I, _____ , on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO(s).: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE(s) TOTAL AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT OF THIS REQUEST"* line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT OF THIS REQUEST*" line. Enter the amount of the total grant budget on the "*TOTAL GRANT BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL GRANT BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN BUDGET*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTAL AMOUNT OF THIS REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT OF THIS REQUEST*" line for this column. Enter the match budget amount on the "*TOTAL GRANT BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL GRANT BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN BUDGET*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTAL REMAINING IN BUDGET*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

CERTIFICATIONS: Check all boxes that apply on the Grantees Certification of Payment Request. If third box is applicable then identify and fill in any and all licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.** If applicable, for payment requests involving construction then the Engineer's Certification of Payment Request (contained herein or as a separate Exhibit) **must also be fully filled in, signed by each Engineer/Engineering firm (*if multiple, a separate signed form is required for each Engineer/Firm*) and submitted with the request for reimbursement.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

RESOLUTION
NO. 2026-24

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	768,000
Amended To Read:	Federal Grants	6,718,000
As Reads	Operating Expenses	20,790,067
Amended To Read:	Operating Expenses	26,740,067

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

SEPTEMBER 2026 - SUPPLEMENTAL BUDGET RESOLUTION - CARPENTERS CREEK/BAYOU TEXAR WATERSHED OUTFALLS PROJECT - AMENDMENT 1 - RES NO. 2026-24

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	5,120,000	Increase appropriation for Federal Grants - Carpenters Creek/Bayou Texar Watershed Outfalls Project - Amendment 1
Total Revenues	5,120,000	
Appropriations		
Operating Expenses	5,120,000	Increase appropriation for Operating Expenses
Total Appropriations	5,120,000	

File #: 26-771 City Council 7/16/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-24 - CARPENTER CREEK BAYOU TEXAR WATERSHED OUTFALLS PROJECT - AMENDMENT 1

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-24.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods.

The Carpenter Creek Bayou Texar Watershed Outfalls Project (Project) was selected under RESTORE Council's Funded Priority List 3b Florida Water Quality Improvement Program. The Project's goal is to improve the water quality and overall ecological health of the Bayou by targeting infrastructure investments to improve water quality and eliminate significant levels of harmful runoff. The Project includes design, engineering, permitting and construction of advanced underground treatment units in addition to replacement of existing conveyance structures, as needed, which will remove debris, floatables, sediment, and nutrients at five (5) outfalls prior to entering the Bayou. The Project's outfall improvements will capture and treat stormwater runoff from 40 acres in Pensacola with goals of reducing nitrogen, phosphorus, and total suspended solids.

PRIOR ACTION:

September 12, 2024: City Council approved the legislative action item and corresponding supplemental budget resolution pertaining to the original Florida Department of Environmental Protection (FDEP) RES12 Grant in the amount of $830,000 for planning, engineering/design,

and permitting of treatment units to remove debris and floatables at five (5) outfalls that feed the Carpenter Creek Bayou Texar Watershed Outfalls Project.

FUNDING:

Budget $ 5,120,000 Florida DEP RES12 Grant Amendment
$ 830,000 Florida DEP Original RES12 Grant
$ 5,950,000

Actual $ 845,145 Planning, Design, and Engineering Services
$ 5,104,855 Construction Services
$ 5,950,000

FINANCIAL IMPACT:

The grant funds amendment will provide additional funding for this project. Adoption of the supplemental budget resolution will appropriate the grant additional funds. No matching funds are required for this grant.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

6/24/2026

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins, Associate City Administrator
Amy Lovoy, Finance Director
Amy Tootle, Public Works & Engineering Director
Brad Hinote, City Engineer
Joel Hollon, Grants Division Manager

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-24
2. Supplemental Budget Explanation No. 2026-24

PRESENTATION: No

RESOLUTION
NO. 2026-24

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	768,000
Amended To Read:	Federal Grants	6,718,000
As Reads	Operating Expenses	20,790,067
Amended To Read:	Operating Expenses	26,740,067

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

JULY 2026 - SUPPLEMENTAL BUDGET RESOLUTION - CARPENTERS CREEK/BAYOU TEXAR WATERSHED OUTFALLS PROJECT - AMENDMENT 1 - RES NO. 2026-24

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	5,120,000	Increase appropriation for Federal Grants - Carpenters Creek/Bayou Texar Watershed Outfalls Project - Amendment 1
Total Revenues	5,120,000	
Appropriations		
Operating Expenses	5,120,000	Increase appropriation for Operating Expenses
Total Appropriations	5,120,000	

File #: 26-775 City Council 7/16/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-25 - ADDITION OF CONTINGENCIES TO CONTRACT NO. 26-006 - PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-25.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goals #4, Resilient Waterfronts and Neighborhoods, and #7, Thriving Businesses and Innovation.

In 2022, the Port of Pensacola received $2,253,131 in Florida Department of Transportation funding for critical infrastructure repairs to structural assets throughout the port as part of Hurricane Sally recovery and resiliency efforts. To date, $1,919,221.38 of the grant has been expended, primarily to support repairs to Warehouse 10 under the High Performance Maritime Center of Excellence development project.

The remaining FDOT funding supports rehabilitation of the Warehouse 5 floor. In February 2026, Barcis Construction was awarded Contract 26-006 in the initial amount of $389,849.19 to complete this work. Warehouse 5 is currently operated by Pate Stevedores in support of cargo storage for GE Vernova and Timab.

Barcis Construction has submitted a change order in the amount of $67,179.81 to address additional mobilization and demobilization requirements, as well as additional concrete and stone work necessary to restore the Warehouse 5 floor to maximum operational capacity.

Approval of this contingency will authorize the change order and provide sufficient funding to address future unforeseen conditions, allowing the project to proceed without interruption.

PRIOR ACTION:

February 12, 2026 - Council Award Bid 20-2006 for $389,849.19.
February 10, 2022 - Council approved FDOT award 44554819402 (G2711) for $2,253,131.

FUNDING:

Budget:	$194,925	FDOT G2711 GRANT FUNDING (BASE BID FUNDED)
	$194,925	PORT RESERVES (BASE BID FUNDED)
	$73,590	FDOT G2711 FUNDING (CONTINGENCIES AND CHANGE ORDER)
	$73,590	PORT RESERVES (CONTINGENCIES AND CHANGE ORDER)
	$537,030	TOTAL BUDGET (BASE BID AND CONTINGENCIES)
Actual:	$537,030	REVISED CONSTRUCTION — FLOOR REHABILITATION
	$537,030	TOTAL PROJECT COST

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds, with funds to be appropriated in the Port of Pensacola state grant (062010) and local match (060060) funding accounts. Adoption of the supplemental budget resolution will appropriate all required grant and local funding.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director
William Boyer, Project Compliance Manager

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-25
2. Supplemental Budget Explanation No. 2026-25

PRESENTATION: No

RESOLUTION
NO. 2026-25

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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. PORT FUND

To:	Fund Balance	73,590
As Reads	Capital Outlay	26,846,971
Amended To Read:	Capital Outlay	26,920,561

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

JULY 2026 - SUPPLEMENTAL BUDGET RESOLUTION - PORT OF PENSACOLA - ADDITION OF CONTINGENCIES TO CONTRACT NO. 26-006 - WAREHOUSE 5 FLOOR REHABILITATION - Explanation NO. 2026-25

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
Fund Balance	73,590	Increase appropriated fund balance - FDOT Match
Appropriations		
Capital Outlay	73,590	Increase appropriation for Capital Outlay
Total Appropriations	73,590	

File #: 26-773 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

ADDITION OF CONTINGENCIES TO CONTRACT NO. 26-006 - PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

RECOMMENDATION:

That City Council award a contingency to contract 26-006 of $147,180 for an increased contract total of $537,030. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goals #4, Resilient Waterfronts and Neighborhoods, and #7, Thriving Businesses and Innovation.

In 2022, the Port of Pensacola received $2,253,131 in Florida Department of Transportation funding for critical infrastructure repairs to structural assets throughout the port as part of Hurricane Sally recovery and resiliency efforts. To date, $1,919,221.38 of the grant has been expended, primarily to support repairs to Warehouse 10 under the High Performance Maritime Center of Excellence development project.

The remaining FDOT funding supports rehabilitation of the Warehouse 5 floor. In February 2026, Barcis Construction was awarded Contract 26-006 in the initial amount of $389,849.19 to complete this work. Warehouse 5 is currently operated by Pate Stevedores in support of cargo storage for GE Vernova and Timab.

Barcis Construction has submitted a change order in the amount of $67,179.81 to address additional mobilization and demobilization requirements, as well as additional concrete and stone work necessary to restore the Warehouse 5 floor to maximum operational capacity. Approval of this contingency will authorize the change order and provide sufficient funding to

address future unforeseen conditions, allowing the project to proceed without interruption.

PRIOR ACTION:

February 12, 2026 - Council Award Bid 20-2006 for $389,849.19.
February 10, 2022 - Council approved FDOT award 44554819402 (G2711) for $2,253,131.

FUNDING:

Budget:	$194,925	FDOT G2711 GRANT FUNDING (BASE BID FUNDED)
	$194,925	PORT RESERVES (BASE BID FUNDED)
	$73,590	FDOT G2711 FUNDING (CONTINGENCIES AND CHANGE ORDER)
	$73,590	PORT RESERVES (CONTINGENCIES AND CHANGE ORDER)
	$537,030	TOTAL BUDGET (BASE BID AND CONTINGENCIES)
Actual:	$537,030	REVISED CONSTRUCTION — FLOOR REHABILITATION
	$537,030	TOTAL PROJECT COST

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds, with funds to be appropriated in the Port of Pensacola state grant (062010) and local match (060060) funding accounts. Adoption of the supplemental budget resolution will appropriate all required grant and local funding.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director
William Boyer, Project Compliance Manager

ATTACHMENTS:

1. Port of Pensacola Warehouse 5 - Revised Change Order Proposal #01 - Additional

Mobilization & Plan Revisions
2. Contract -Barcis -Bid 26-006

PRESENTATION: No

Port of Pensacola Warehouse 5 - Change Order #001 Revised Breakdown
Revised Change Order Request #001 - April 30, 2026

Description	Qty	Unit	Unit Labor	Unit Material	Unit Equip	Unit Sub	Total Labor	Total Material	Total Equip	Total Sub	Total	
Additional Mobilization & Demobilization	1	LS				40052.00				40052.00	$ ~~40,052.00~~	40,017.52
Rebar Alterations per Plan Revisions	1	LS				5697.75				5697.75	$ 5,697.75	
Flowable Fill per Plan Revisions	1	LS				12444.44				12444.44	$ 12,444.44	
Subtotal							0.00	0.00	0.00	$58,194.19	$ ~~58,194.19~~	58,159.71
Taxes							0.00	0.00	0.00	0.00	$ -	
											$ -	
Subtotal											$ ~~58,194.19~~	58,159.71
Overhead				10%							$ 5,819.42	
Subtotal											$ ~~64,013.61~~	63,979.13
Profit				5%							$ 3,200.68	
TOTAL											$ ~~67,214.29~~	67,179.81

Per Barcis: "The equipment cost for 1 week is $26,142.52. There were additional days request under the additional mobilization items as well. The labor cost for those additional days equals $12,375.00 and $1,500.00 for Company-owned trucks and equipment usage. Bringing the total to $40,017.52." This equals a net reduction of $34.48. Change Order is approved for $67,179.81.

APPROVED TO PROCEED - MAY 4, 2026

William Boyer, Project Compliance Manager
Port of Pensacola

PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

CHANGE ORDER PROPOSAL FOR PLAN REVISIONS & ADDITIONAL MOBILIZATION

April 30, 2026

Attn: Mr. Kevin Boyer
CC: Lance Scott
Port of Pensacola
700 S. Barracks Street
Pensacola, FL, 32502

Subject: Revised Change Order Proposal for Plan Revisions and Additional Mobilization

Mr. Boyer:

Last week we discussed the original Change Order Proposal during our OAC meeting. We agreed to recalculate based on the clarifications made last week. Those revisions are addressed below, and the breakout can be found on page 3 of this document.

Description of Work and Cost Proposal:

Additional Mobilization & Demobilization:

While we understand the stance the Port and Engineer have on this matter, in our review of the bid documents, specifically the Project Manual and the Addendums, it does not state anywhere in these documents multiple mobilizations and demobilizations are to be assumed. I have attached the "Quantity Sheet" and "Pay Request – Schedule of Values" sheet. These items are found on page 12 & page 72 of the Project manual. All bidders who planned to submit a bid on this project did so with these documents. The "Quantity Sheet" and the "Pay Request – Schedule of Values" sheet both show one (1) Mobilization and (1) Demobilization. All quantities and units listed on both sheets for each item, were already provided. These documents state that one (1) Mobilization and one (1) Demobilization is to be priced for this project. Any further information about the project that was not provided in the Project Manual or Addendums is inadmissible.

Our cost for the addition of one (1) mobilization and (1) demobilization due to separating this project into two phases is $40,052.00 with (5) additional days (2.5 each side). We can implement a cost savings on the saw cutting of $2,700.00, however, if we are told to proceed with saw cutting the entire length and not in phases, Barcis Design + Construct, LLC nor its subcontractors will be held liable for any damage to the slab outside of the construction limits due to the loads of machines impacting that saw cut on the phase not being worked on at that time.

If the use of our unit prices would be preferred for Mobilization and Demobilization, stated in our bid submission, for the additional Mobilization and Demobilization the cost would be $54,245.00.

Increased Cost for Rebar Alterations:

After the comments we received from the engineer last week, we went back to the rebar supplier once more. With the clarifications made, the total tonnage of all rebar for this project came out to 96.4 tons. The supplier was willing to work with us and drop the additional fuel charge and we were able to delete the additional truck from the last pricing exercise. These costs are direct cost, and we are more than happy to share quotes on these items if necessary.

With the net increase in tonnage, there is some added labor cost involved but in the essence of good faith, we have opted to make this a straight pass-through cost and not add labor to the rebar number. The total cost for the rebar and alterations is $5,697.75.

That cost is currently being held for 30 days.

Additionally, these revisions have delayed the release of shop drawings as we do not have approval on this change order yet. We are asking for additional days to be added to the contract from NTP until the approval of this change order (however many days that may be) to adjust for the repricing and change order approval to start the procurement process as discussed in our meeting last week.

Additional Material and Labor due to Plan Revisions:

After clarifications from our OAC meeting last week, we also spent some time putting pen to paper to revise the cost of the revised drawings where flowable fill was to be utilized. After reviewing, we determined the cost for this revision is $12,444.44. This includes deductions for base rock and concrete.

To be clear, it is not just material that makes up this cost. There is additional labor, equipment, precise excavation (so no pipes are damaged), etc. that bring us to this total we have provided. Just like the rebar cost, we will be happy to provide all quotes that got us to this total if necessary. This change adds a total of two (2) days (1 per side). To the contract.

Total Change Order Cost with 10% Overhead & 5% Profit of Net Cost: $67,214.29
Total Days Added to Contract: 7 Days + Total Days from NTP to Approval of Change Order (Total Number of Days TBD upon approval)

We feel we have shown good faith in this repricing exercise with a net reduction of $53,398.90 which is a little more than 44% less than the original proposal showed. We are committed to working with the Port and want to be completely transparent to continue building a good working relationship as company you can trust.

Please review and we can discuss these items and a path forward at our scheduled OAC meeting.

Thank you,
BARCIS DESIGN + CONSTRUCT LLC
Principal, Construction Management
Kemp Wilson

BID 26-006
PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION
QUANTITY SHEET

No.	Category	Qty	Units	Unit Price	Total Cost
1	Mobilization	1	LS		
2	Saw cut and demo for disposal existing floor slab and base material	562	CY		
3	Furnish, place and compact new 8” thick crushed stone base material	225	CY		
4	Furnish and place new 12” thick reinforced, cast-in-place concrete floor slab	337	CY		
5	Demobilization	1	LS		
				TOTAL BASE BID	

Company:_____ Date:_____

Title:_____

Authorized Signature:_____

Printed Name:_____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL WILL DISQUALIFY THE BID.

PAY REQUEST- SCHEDULE OF VALUES
Project Name: WAREHOUSE 5 FLOOR REHABILITATION

Date Received:

City of Pensacola
Port of Pensacola

Contractor:

Inspector:
Contract Duration:
Start Date:
Date of Completion:

Phone:

Fax:

Application #: Period:				Contract Amount		Work Completed Previous		Work Completed This Period		Work Completed To Date		% Completed To Date
Item #	Brief Description	Qty	Units	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%
1	**Mobilization**	1	LS									
2	**Saw cut and demo for disposal existing floor slab and base material**	562	CY									
3	**Furnish, place and compact new8" thick crushed stone base material**	225	CY									
4	**Furnish and place new 12" thick reinforced, cast-in-place concrete floor slab**	337	CY									
5	**Demobilization**	1	LS									
6												
7												
8												
9												
10												
11												
			TOTAL BASE BID									

CONTRACT BETWEEN CITY OF PENSACOLA AND Barcis Design + Construct, LLC
BASED UPON INVITATION TO BID #26-006

THIS CONTRACT ("Contract") is made this 13th day of February, 2026, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Barcis Design + Construct, LLC, ("Contractor"), a limited liability company authorized to do business in Florida, located at 100 N Spring Street, Pensacola FL, 32502, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #26-006, on 21st of November, 2025 ("Invitation to Bid"), as described in Project Manual/Specifications, as modified by any addendum to the Project Manual, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "Bid Documents"); and

WHEREAS, in response to the Bid Documents, the Contractor submitted to the City a proposal dated 20th December, 2025, ("Proposal") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Bid Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good

materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.
The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of **$389,849.19** to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (X) Yes (___) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.
The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.
No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

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

CONTRACTOR

BARCIS DESIGN + CONSTRUCT LLC
(Contractor's Name)

By _____
Member

Max Davis
(Printed Member's Name)

By: _____
Member

Robert Fabbro
(Printed Member's Name)

CITY OF PENSACOLA, FLORIDA

_____
Mayor, D. C. Reeves
03/16/2026 12:54:07 PM

Ericka L. Burnett
Attest: 03/17/2026 11:45:23 A
City Clerk, Ericka L. Burnett

Approved as to Substance:
_____
Department Director – Port Pensacola

Approved as to Funding Compliance
_____
Project Compliance Manager- Port Pensacola

Legal in form and execution:
_____
Deputy City Attorney
03/09/2026 10:18:56 AM

Attachment "A"

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

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

EXHIBIT A

BID DOCUMENTS

Issued for Bid

PROJECT MANUAL

FOR

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION PROJECT

PENSACOLA

FLORIDA'S FIRST & FUTURE

Bid No. 26-006

Prepared by

HDR Engineering, Inc.

HDR

October 2025

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Bid No. 26-006

PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

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11. PROJECT SPECIFICATIONS

    No specifications are included in this project. All applicable requirements are noted on the drawings.

THE CITY OF PENSACOLA, FLORIDA
INVITATION TO BID
BID NO. 26-006

PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

A sealed, complete hardcopy bid **with original (or electronic) signature**, and **one (1) complete and identical electronic copy (PDF) on flash drive or CD** will be received on **December 30, 2025, 2:30 P.M.**, local time, at the following location.

City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing

The OUTER PACKAGING of the sealed submittal shall **identify the respondent, and the solicitation title and number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after the deadline will not be accepted. Multiple submittals from the same entity will not be accepted.

Alternatively, electronic responses may be submitted to Demandstar or Central Bidding. Both sites require registration and varying fees for notifications and document downloads.

NOTE: *If submitting an electronic response and **IF** a bid/proposal bond is required:*

- An insurance company's executed bond **may be included** with the electronic submittal.

OR

- A certified check/cashier's check **must be delivered** to the address above.

Those submittals received will be opened and publicly read the **following business day** *(December 31, 2025, 10:00 A.M., Central time)* via Microsoft Teams at the following link: Microsoft Teams bid opening link.

Drawings and specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Addenda will be posted to the City's website. **Bidders are responsible for obtaining addenda and are advised to check the website frequently.** There is no cost to view or download documents from the City website.

In order to review the project requirements, an **optional** pre-bid meeting will be held at **10:00 A.M.**, Central time, **December 5, 2025** (in the Port of Pensacola Conference Room, 2nd Floor, Port Administration Building, 700 S. Barracks Street Pensacola, FL 32502) and via Microsoft Teams at the following link: Microsoft Team Pre-Bid Meeting Link. An optional site tour will immediately follow.

Bidders shall submit a certified check, cashier's check, or insurance company's executed bond, payable to the City of Pensacola in the amount of **five percent (5%) of the base bid** for a period of sixty (60) days.

The City of Pensacola has established a Minority/Women Business Enterprise Program (MWBE). The MWBE Participation goal for this project is **5%**.

Any questions concerning the bid should be addressed and submitted in writing **no later** than 10:00 A.M., Central time, December 15, 2025, to:

Dedria Lunderman, Purchasing Manager
City of Pensacola
222 W. Main St.
Pensacola, FL 32502
purchasing@cityofpensacola.com

A bid tabulation or a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Bidders are advised to check the website frequently.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item number when applicable, to waive any bid informalities and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the following link: Microsoft Teams System Requirements Check.)

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

INSTRUCTIONS TO BIDDERS

1. AWARD OF CONTRACT

A. The contract will be awarded as soon as practicable to the lowest responsible bidder, price and other factors considered, provided their bid is reasonable and it is to the interest of the City to accept it.

B. The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City. In case of error in the extension of prices, the unit price will govern.

C. The City further reserves the right to accept or reject any or all items of any bid, unless the bidder qualifies such bid by specific limitations; also to make an award to the bidder whose aggregate bid on any combination of bid items is low.

2. BID OPENING

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested.

3. BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

4. BIDDER'S QUALIFICATIONS

Before a bid is considered for award, the bidder may be requested by the City to submit a statement of facts in detail as to their previous experience in performing similar or comparable work, and of their business and technical organization and financial resources and plant available to be used in performing the contemplated work. A minimum of 5 qualifying project references may be required from previous or current project owners. These references shall be from specific projects of similar size and scope and at least 3 of the 5 shall be from another government municipality, especially if the bidder has not contracted with the City on projects of a same/similar nature within the previous five (5) years of the bid date. The City reserves the express right to not award a contract to a bidder if the provided references do not reveal that the contractor has ample/adequate experience beyond a reasonable doubt to complete the project according to the specifications and within the time frame stipulated.

5. COMMENCEMENT & COMPLETION

The bidder further proposes and agrees hereby to commence the work with an

adequate force and equipment within **(10)** consecutive calendar days after being notified by the City of Pensacola to do so; and to complete the work and testing and to complete the work and testing within **60** Calendar days after the commencement date set by the City of Pensacola and to pay as delay day penalty the sum of **$500** for each and every calendar day used for the completion of the work in excess of that heretofore stated.

6. CONDITIONS AT SITE OF WORK

Bidders shall be responsible to visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

7. DECLARATIONS

The bidder hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and the contractual documents relative thereto, including the Advertisement, Proposal Form, Form of Contract, General Conditions, and all specific conditions; and that he has satisfied himself relative to the work to be performed.

The bidder proposes and agrees, if this Proposal is accepted, that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability and to contract with the City of Pensacola in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the project.

8. LICENSING REQUIREMENT

Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).

Bidder for the project shall hold one or more of the following licenses in order to submit a bid and have qualifying experience relative to the subject project.

A. Florida Licensed General Contractor

9. LIEN RELEASE AND AFFIDAVIT

Each Application for Payment shall be accompanied by a Lien Release and Affidavit from each subcontractor and each supplier showing that all materials, labor, equipment and other bills associated with that portion of the work in which payment is being requested for have been paid in full. The City shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

10. PENALTIES

The bidder further agrees that in case of failure on his part to execute the said Contract and Bond within **(10)** calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Pensacola as delay day penalties for such failure; otherwise, the check or bid bond accompanying the Proposal shall be returned to the undersigned.

11. PREPARATION OF BIDS

A. Bids shall be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.

B. The form of bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof. Where required on the bid form, bidders must quote on all items and they are warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words “no bid” in the space provided for any item on which no quotation is made.

12. RECEIPT AND OPENING OF BIDS

No responsibility will attach to any City employee for the premature opening of, or the failure to open, a bid not properly addressed and identified.

13. REJECTION OF BIDS

The City reserves the right to reject any and all bids when such rejection is in the interest of the City; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the Engineer, in a position to perform the contract.

14. SPECIAL CONDITIONS

A. **Public Entity Crimes** - Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. All bidders are advised that compliance with The Occupational Safety and Health Administration Excavation Safety Standards, 29 C.F.R.s 1926.650-652 of Sub part P will be required.

C. The Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

Bid No. 26-006

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION

Scope of Work

The Scope of Work for this project consists of the removal and disposal of approximately 9,100 square feet of existing 8 inch thick reinforced concrete floor slab and approximately 12 inches of the existing base material and the construction of approximately 9,100 square feet of a new 12” thick reinforced concrete floor slab with 8 inch thick crushed stone base material underneath the new floor slab.

PROPOSAL
BID NO. 26-006

PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

Base Bid

_____

(Written)

($_____)

**A quantity sheet must be filled out and included for the submittal to be considered.*

Bid Security in the proper form and in the amount of $_____ is submitted.

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

Florida Department of Professional Regulation
Contractor's Certification or Registration

No. _____ Expiration Date _____

Survey: How did you obtain this solicitation?

☐ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other:_____

Signature_____ Date:_____

Printed Name: _____ Title: _____

Company:_____ Address:_____

Telephone:_____ City:_____

Fax:_____ State:_____ Zip:_____

E-mail:_____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

BID 26-006
PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION
QUANTITY SHEET

No.	Category	Qty	Units	Unit Price	Total Cost
1	Mobilization	1	LS		
2	Saw cut and demo for disposal existing floor slab and base material	562	CY		
3	Furnish, place and compact new 8” thick crushed stone base material	225	CY		
4	Furnish and place new 12” thick reinforced, cast-in-place concrete floor slab	337	CY		
5	Demobilization	1	LS		
				TOTAL BASE BID	

Company:_____ Date:_____

Title:_____

Authorized Signature:_____

Printed Name:_____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL WILL DISQUALIFY THE BID.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name:_____

Vendor FEIN: _____ Phone Number: _____

Vendor's Authorized Representative Name and Title:_____

Address:_____

City:_____State: _____ZIP:_____

Email Address: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion" means:
1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) "Labor" means work of economic or financial value.(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title:_____

Date:_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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

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

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name:_____ Date:_____

Authorized Signature:_____ Printed Name:_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

_____
Company Name

_____
Authorized Signature

_____
Printed Name

_____
Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

City of Pensacola
Florida

CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE

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

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

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

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

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

_____

_____

_____

_____

_____

_____

_____

_____
Authorized Official

THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

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

_____ _____

Signature Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM
(not applicable if project uses federal funding)

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

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

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

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

If not, mark "N/A."

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

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
SMALL BUSINESS ENTERPRISE STATEMENT

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

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

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

VENDOR QUESTIONNAIRE

Name of Business_____

Address_____

Owner(s)'s Name(s)_____

OR

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

NAME OF SBE FIRM	PRIME OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE

1._____

2._____

3._____

4._____

5._____

6._____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
M/WBE PROGRAM POLICY
DOCUMENTATION OVERVIEW

Form	Submission Requirements	Required Form
M/WBE Utilization Commitment Lists the total dollar amount of such participation by M/WBE subcontractors and suppliers the Bidder **will use** on the project.	Due with bid/proposal	**Form A**
Listing of Good Faith Efforts (GFE) Indicates the actions you undertook to recruit and solicit minority vendors, subcontractors, vendors, or suppliers for this project.	Due with bid/proposal if goal is not met (if subcontracting or purchasing supplies/materials)	**Form B, A, and C**
Formal Agreement Affidavit Indicates that Prime Contractor will enter into a formal agreement with the firms listed on the MWBE Utilization Commitment (Form A).	Due with bid/proposal if goal is met	**Form C and A**
Statement of Intent to Perform Contract with Own Workforce Indicates that the bidder does not customarily subcontract elements of this type project, normally performs all elements of work on this project with his/her own current work force **AND** will not purchase any materials or supplies in the performance of the contract.	Due with bid/proposal (self-performing and not purchasing supplies/materials). ****APPLIES TO CURRENT CITY CERTIFIED M/WBEs ONLY**	**Form D**
Letter of Intent to Perform as a Subcontractor or Sub consultant Identifies minority participation will be used on the project. **Form E is signed by the M/WBE**	Within three (3) business days after notification of being the apparent low bidder. Must match firms listed on **Form A.**	**Form E**
Documentation for All Payments to Subcontractors, Suppliers, and Service Providers Contractor shall provide with each pay request to the City of all payments to contractors, subcontractors, supplies and service providers.	Must submit with each pay request and final payment.	**Form F**
Subcontracting Opportunities Bidders a list of the areas in which the bidder sought subcontractors and suppliers.	Due with GFE documentation when requested.	**Form G**

CITY OF PENSACOLA
FORM A – M/WBE UTILIZATION COMMITMENT

I, _____ Bid # _____
(Name of Bidder)

do hereby certify that on this project, we will use the following minority or woman business enterprises as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Full Address	Phone #	*M/WBE Category	Work Description	Dollar Value

*M/WBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

The total value of M/WBE contracting will be ($) _____.

CITY OF PENSACOLA
FORM B – Attach to the Bid/Proposal if goal is not attained

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked. Bidder must earn at least 70 points from the Good Faith Efforts list for their bid to be considered responsive.

	1 – Notification of Subcontracting Opportunities (10 Points) bidder must provide to the City or their designee a list of the areas in which the bidder sought subcontractors and suppliers.
	2 – M/WBE Contact (10 pts) Contacted M/WBE businesses that reasonably could have been expected to submit a quote, for the areas the bidder intends to subcontract or purchase supplies at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.
	3 – Making Project Documents Available (10 pts) Made the construction plans, specifications, and requirements available for review by prospective M/WBE businesses, or providing these documents to them at least ten (10) days before the bids are due.
	4 – Breaking Down Work (15 pts) Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
	5 – Working with M/WBE Assistance Organizations (10 pts) Worked with minority and women trade, community, or contractor organizations identified by the City and included in the bid documents that provide assistance in recruitment of minority businesses.
	6 – Host Pre-Bid Meeting (20 pts) Conduct a pre-bid meeting for M/WBE within five (5) days of the bid opening.
	7 – Bonding or Insurance Assistance (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors or sub consultants.
	8 – Negotiate in Good Faith (15 pts) Negotiated in good faith with interested M/WBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
	9 – Financial Assistance (25 pts) Provided assistance to an otherwise qualified M/WBE business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help the M/WBE businesses in establishing credit.
	10 – Joint Ventures and/or Mentor Protégé (20 pts) Negotiated joint venture, partnership and/or mentor protégé arrangements with M/WBEs in order to increase opportunities for M/WBE participation when possible.
	11 – Quick Pay Agreements (20 pts) Provided quick pay agreements and policies to enable M/WBE to meet cash-flow demands.
	12 – M/WBE Participation on Non-City Contracts (15 pts) The Bidder must document that during the eighteen (18) month period before Bid Opening, the Bidder paid M/WBEs on non-City contracts.

In accordance with Policy the undersigned will enter into a formal agreement with the firms listed on the Minority and Women Business Utilization Commitment schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Minority and Women Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer:_____

_____

Signature: _____

Title: _____

State of _____, County of

Subscribed and sworn to before me this_____ day of

_____20___

Notary Public

My commission expires _____

SEAL

CITY OF PENSACOLA
FORM D
STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING

Attach this form to the Bid/Proposal

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the

_____. contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ **Name of Authorized Officer:_____**

Signature: _____

Title: _____

State of _____, County of_____

Subscribed and sworn to before me this_____ day of _____20___

Notary Public

My commission expires _____

SEAL

This form may be reproduced.
May 2018

CITY OF PENSACOLA
FORM E - LETTER OF INTENT TO
PERFORM AS A SUBCONTRACTOR OR SUBCONSULTANT
(PROVIDE MATERIALS AND/OR SERVICES)

Project Name:_____

Project/Bid #_____

Name of Prime Bidder/Proposer:_____

Address: _____
Street City State Zip Code

Telephone:_____ Fax:_____ Email: _____

Name of Certified Vendor: _____

The undersigned intends to perform work in connection with the above project as

_____ Minority Business Enterprise _____ Women's Business Enterprise

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials or services to be performed or provided):

Description of work to be performed by certified vendor:

_____

_____

Subcontracting at any tier must be reported and is subject to all M/WBE compliance requirements. This form shall be used for M/WBE subcontracting at any level.

Date: _____

_____
(Name & Phone No. of M/WBE Company)

_____
(Title of Authorized Officer)

_____
(Signature)

THE BIDDER MUST GET THIS FORM COMPLETED BY THE SUBCONTRACTORS/SUPPLIERS

This form may be reproduced.
May 2018

CITY OF PENSACOLA
FORM F - DOCUMENTATION FOR All PAYMENTS TO
SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Prime Contractor/Architect: _____

Address & Phone:_____

Project Name: _____

Pay Application #:_____ Period:_____

Current Requested Payment Amount: _____

The following is a list of payments to be made to all contractors/suppliers & other providers on this project for the above-mentioned period.

Firm Name and Address	*M/WBE Category	Amount to be Paid form this pay Request	Total Payments to date	Total Amount Committed

*M/WBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

Date: _____ Approved/Certified By: _____
Name

Title:_____ _____
Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH YOUR <u>REQUEST FOR FINAL PAYMENT</u>****

This form may be reproduced.
May 2018

CITY OF PENSACOLA
FORM G – SUBCONTRACT / PURCHASE OPPORTUNITIES

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

The following is a list of subcontract/purchase opportunities our firm made available to contractors/ suppliers & other providers on this project.

Commodity Code	Description of work

This form may be reproduced.
May 2018

COVENANT OF THE COMMUNITY FOR THE CITY OF PENSACOLA
WORKFORCE REPORT

Company Name: _____

The following is a list detailing each employee's residential zip code and skillset or trade, and whether the employee was hired since the date the Contractor was awarded the Covenant Project, Bid No._____.

Employee Residential Zip Code	Skillset or Trade	Hired since the award of contract: Yes/No
Example: 32502	Plumbing, Welder, Carpentry, Bricklaying, Project Mgmt., Concrete, or Write in the applicable skillset/trade.	Yes

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

_____ _____
Signature and Title of Business Representative Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

This form may be reproduced.
December 2020

COVENANT FOR THE COMMUNITY
FOR CITY OF PENSACOLA
LOCAL BUSINESS PARTICIPATION REPORT

Company Name: _____

The following is a list of amounts billed by all subcontractors and vendors and whether the subcontractor or vendor is local for the awarded Covenant Project, Bid No._.

Name of Subcontractor / Vendor	Local Business Sub/ Vendor: Yes/No	Amount Billed
Example: Construction, LLC	Yes	$40,000

Please answer the following statistical questions pertaining to this Covenant Project:

1. What was the percentage of newly hired employees that are local residents? _____.
2. What was the percentage of all existing employees that are local residents? _____.
3. What was the percentage of local business participation? _____.

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

_____ _____
Signature and Title of Business Representative Date

This form may be reproduced.
December 2020

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

REQUIRED DOCUMENTS ACKNOWLEDGEMENT
Bid/RFP/RFQ #26-006

Purchasing Forms		**Initials**
1)	Proposal Page(s)	_____
2)	Quantity Sheet(s)	_____
3)	State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	_____
4)	52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	_____
5)	52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	_____
6)	Certification For Erosion And Sedimentation Compliance	_____
7)	Drugfree Workplace Certificate	_____
8)	Veteran Business Enterprise Statement	_____
9)	Small Business Enterprise Statement	_____
10)	Minority/Women Business Participation Forms	_____
11)	Covenant With the Community Workforce Report	_____
12)	Covenant With the Community Local Business Participation Report	_____
13)	Acknowledgement of addenda (signed signature pages of addenda)	_____
14)	Bid Bond	_____
15)	Required Documents Acknowledgement Page	_____

Department Requirements		**Initials**
1)	Florida Licensed General Contractor	_____

Company Name: _____

Authorized Officer's Name: _____ Title: _____

Signature of Officer: _____ Date:_____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

STATEMENT OF NO PROPOSAL

If you are unable to submit a proposal at this time, please complete the following and return by e-mail to purchasing@cityofpenscola.com. Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to **Bid/RFP/RFQ #26-006** for the following reason(s):

SPECIFICATIONS	NATURE OF AWARD
___ Specifications too "tight" (i.e., limited to one brand or manufacturer)	___ Insufficient time to respond
___ Specifications unclear	___ Equivalent options not offered
___ Unable to meet specifications	___ Other (please explain below)

Explanation:

_____

_____

_____

_____

We request to:

_____ remain in this service category for future City of Pensacola solicitations.

_____ be removed from this service category and remain on the City's solicitation list.

_____ be removed from the City's solicitation list.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____)_____ Fax: (____)_____

Email: _____

Signature of Officer: _____ Date: _____

INSURANCE AND INDEMNIFICATION

1.0 GENERAL

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

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

The term FDOT as used in this section of the contract is defined to mean the State of Florida Department of Transportation, including the Department's officers and employees.

With regard to the Contractor's obligation for products and completed operations, the Contractor shall be responsible for providing and maintaining insurance and contractual agreements for a minimum period of at least three (3) years subsequent to the City's acceptance of the Product or Completed Operation.

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the City, Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

2.0 WORKER'S COMPENSATION

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **$100,000** each person -accident, **$100,000** each person - disease, **$500,000** aggregate - disease. Coverage must be provided for the United States Longshore and Harbor Workers Compensation Act (USL&H)

3.0 COMMERCIAL GENERAL, AUTOMOBILE, POLLUTION AND UMBRELLA LIABILITY COVERAGES

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The CITY and FDOT shall be an Additional Insured on all coverages except workers' compensation and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The CITY and FDOT shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be

considered a member of any mutual or reciprocal company. Minimum limits of **$1,000,000** per occurrence and **$5,000,000** aggregate, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits of $1,000,000 per occurrence and $5,000,000 aggregate, reinstated under the policy.

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

Marine Liability (Protection and Indemnity) coverage must be provided, including bodily injury and property damage caused by vessel operation. This requirement shall be waived if contractor will access site by land only.

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

Contractor's Pollution Liability coverage for bodily injury, property damage, fines, penalties, defense, and clean up must be included. Coverage must include both sudden/accidental and non-sudden/gradual.

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

4.0 CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the CITY and FDOT shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The CITY and FDOT shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the CITY, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the CITY an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or

restriction in coverage to the CITY an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the CITY shall file with the CITY and FDOT Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the CITY, the Contractor shall, upon instructions of the CITY, cease all operations under the Contract until directed by the CITY, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521.

A separate certificate of insurance with “Certificate Holder” address should read: Florida Department of Transportation, Office of Comptroller, MS 24, 605 Suwannee Street, Tallahassee, FL 32399-0405.

5.0 INSURANCE OF THE CONTRACTOR PRIMARY

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

6.0 LOSS CONTROL AND SAFETY

The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the CITY and FDOT. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

7.0 HOLD HARMLESS

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

8.0 PAY ON BEHALF OF THE CITY

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

M/WBE, SBE, VBE

Minority/Women Business Enterprise: The Pensacola City Council has adopted a Minority/Women Business Enterprise Ordinance #04-15. This ordinance encourages participation of minority and woman-owned business in the City procurement process. Minority or Woman-Owned Business Enterprise (M/WBE) is defined as:

- a business located in the Pensacola Regional Area (Escambia, Okaloosa, Santa Rosa, Walton Counties, and Mobile, AL.)
- which is at least 51 percent owned by one or more minority/woman individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership is by one or more minority/woman individuals who are U.S. citizens or legal resident aliens,
- and for which both management and daily business operations are controlled by one or more minority/woman individuals.

Small Business Enterprise: The Pensacola City Council has adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Small Business Enterprise (SBE) is defined as:

- an independently owned and operated business concern located in Escambia or Santa Rosa County,
- which employs 50 or fewer permanent full-time employees,
- and which has a net worth of not more than $1,000,000. As applicable to sole proprietorships, the $1,000,000 net worth shall include both personal and business investments.

Veteran Business Enterprise: The Pensacola City Council has adopted a Veteran Business Enterprise Ordinance #09-15 providing a “preference” for veteran-owned businesses that have been:

- certified by the State of Florida, through the Department of Management Services, and;
- which are located in Escambia or Santa Rosa County.

The impact of the ordinance is that proposals or quotes received by certified veteran-owned businesses will be given a preference for award, if their bid or quote is within certain percentages of the lowest responsible bid submitted by a non-veteran business. If the lowest and most responsible bid or quote is submitted by a certified veteran-owned business or a certified woman-owned or minority firm, then the preference shall not apply. In addition to bids and quotes, Requests for Proposals (RFPs) or Requests for Qualifications (RFQs), will provide two (2) percentage points in proposal scoring for proposals received by a certified veteran.

If your company meets the criteria of a Minority/Women Business Enterprise, Small Business Enterprise or Veteran Business Enterprise as defined above, please include this information in your response.

PURCHASING GENERAL CONDITIONS

To ensure acceptance, all bidders submitting bids to the City of Pensacola shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids not submitted on the bid form(s) provided shall be rejected, and bids not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).

2. **Award of Bids:** Recommendations for award of bids are made to the Mayor or City Council based on the lowest and best responsible bidder meeting all conditions and requirements of the specifications.

3. **Bid Bond: The particular item(s) or service(s) outlined within the attached specifications require(s) that a certified check, cashier's check, or insurance company's executed bond made payable to the City of Pensacola accompany your proposal as specified in the Invitation to Bid. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft.** Checks or drafts accepted as good faith deposits will be retained within the City's Finance Department until award and execution of contract is complete, or until a purchase order is issued to the successful proposer. Any proposer withdrawing his proposal after the proposal opening forfeits the right of return of his good faith deposit.

4. **Bid Withdrawal:** No bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by Mayor or City Council.

5. **Delivery:** Bid quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) or service(s) ordered nor any risk of loss shall be passed to the City of Pensacola until after receipt of delivery has been acknowledged by an authorized representative of the City of Pensacola.

6. **Discounts:** Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Pensacola or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low bid.

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

8. **Exceptions to Specifications:** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that consideration be given in evaluating bids, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.

9. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.

10. **Identical Tie Bids:** In the event that two or more bids are identical in price, preference shall be given to business with Drug-Free Workplace Programs. A Drug-Free Workplace Certificate is enclosed.

11. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the City of Pensacola including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

12. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Invitation to Bid Page. Inquiries must reference the bid item(s) or service(s) and the date of the bid submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.

13. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The Bidder agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

14. **Licenses, Registration and Certificates:** Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).

15. **Mistakes:** Bidders are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the bidder's risk. Unit prices bid will govern in award.

16. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s)s received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.

17. **Permits and Taxes:** The bidder shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Bidders who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.

18. **Pre-Bid Meetings:** If a bid requires a mandatory pre-bid meeting, any representative of a firm wishing to submit a bid must sign in with the name of the bidding firm.

19. **Prohibited Conduct by Bidders:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with the Mayor, any member of Pensacola City Council or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.

20. **Protests:** Protests of the plans, specifications, and other requirements of bids and requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled bid submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of bid or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.

21. **Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).

22. **Public Records:** Any material submitted in response to this Invitation to Bid will become a public document pursuant to Florida Statute §119.07. This includes material which the

responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the bid pursuant to Florida Statute §119.07.

23. **Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

24. **Rejection of Bids:** The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item or service number, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

25. **Sealed Bids:** The specifications and all executed bid forms must be submitted in a sealed envelope. All bids must be signed by an authorized representative of the bidder. In the event more than one bid submittal deadline is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the bidder, the item(s) or service(s) bid and the bid number.** It shall be the sole responsibility of the bidder to assure receipt of bid at the specified location prior to the published time for the bid submittal deadline. No bid will be accepted after closing time for receipt of bids, **nor will any offers by telephone, fax, internet or email be accepted**.

26. **Tax:** The City of Pensacola is exempt from all State and local sales tax.

27. **Unauthorized Aliens:** The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

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

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

CONTRACT BETWEEN CITY OF PENSACOLA AND [xxxCONTRACTORxxx]
BASED UPON INVITATION TO BID #_____

THIS CONTRACT ("Contract") is made this ___ day of _____, 20__, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and _____, ("Contractor"), a corporation authorized to do business in Florida, located at _____, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #_____, on _____, 20__ ("Invitation to Bid"), as described in Project Manual/Specifications for _____, Bid #_____, as modified by any addendum to the Project Manual, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "Bid Documents"); and

WHEREAS, in response to the Bid Documents, the Contractor submitted to the City a proposal dated _____, 20__, ("Proposal") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Bid Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will

SAMPLE

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

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.
The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of _____ ($_____) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (___) Yes (___) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.
The Contractor shall commence and complete all work and services pursuant to the Contract.

SAMPLE

Section 7. Necessary Approvals.
Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.
No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly

SAMPLE

agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

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

CONTRACTOR

_____
(Contractor's Name)

By_____
President

_____
(Printed President's Name)

Attest_____
Corporate Secretary

(CORPORATE SEAL)

CITY OF PENSACOLA, FLORIDA

_____
Mayor, D. C. Reeves

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

_____
Department Director

Legal in form and execution:

_____
City Attorney

SAMPLE

Attachment "A"

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

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

SAMPLE

EXHIBIT A

BID DOCUMENTS

SAMPLE

EXHIBIT B

PROPOSAL

The Proposal dated _____, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

SAMPLE

PUBLIC CONSTRUCTION BOND

STATE OF FLORIDA
COUNTY OF _____

BY THIS BOND, WE: _____, as Principal and _____ a corporation, as Surety, are bound to **City of Pensacola**, herein called Owner, in the sum of $_____ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provision in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

PRINCIPAL	**SURETY**	**OWNER**
Name_____	_____	City of Pensacola
Bus. Addr. _____	_____	P. O. Box 12910 Pensacola, FL 32521
Tel. #_____	_____	(850) XXX-XXXX

SAMPLE

IN WITNESS WHEREOF, the said

_____, as Principal herein has caused these presents to be signed in triplicate in its name, by its _____ under its corporate seal, and the said _____ as surety herein, has caused these presents to be signed in triplicate in its name by its _____ under the corporate seal, this _____day of_____, 20____A.D.

ATTEST:

_____ _____

(Print) Principal

_____ By _____

Signature (Print)

_____

ATTEST: (Title)

_____ _____

(Print) Signature

_____

Signature

Surety

By _____

(Print)

_____

(Title)

_____

Signature

SAMPLE

Issued for Bid

GENERAL CONDITIONS

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Bid No. 26-006

Prepared by

HDR Engineering, Inc.

October 2025

GENERAL CONDITIONS
SECTION 1
DEFINITIONS

1.0 DEFINITIONS

Whenever in any of the Contract Documents the following terms are used, the intent and meaning shall be defined as follows:

1.1 CONTRACT

The agreement executed by the Owner and the Contractor, of which these General Conditions form a part.

1.2 OWNER

The City of Pensacola, the party of the first part of the Contract.

1.3 CONTRACTOR

A person, firm or corporation with whom a Contract has been made directly or through accredited representatives that may have entered into a Contract with the City of Pensacola, and who is liable for the acceptable performance of all legal debts pertaining to the work, the party of the second part of the Contract.

1.4 ENGINEER

The authorized representative of the Owner employed to provide engineering supervision, and/or inspection of the work performed by the Contractor and where the term "Owner" is used in connection with the interpretation of the drawings and specifications, or in connection with the enforcement of the provisions of same, the Engineer, as the Owner's representative, shall have authority to act.

1.5 SUBCONTRACTOR

A person, firm, or corporation to whom the Contractor sublets any part of the Contract.

1.6 INSPECTOR

The authorized representative of the Engineer, assigned to make all necessary inspections of the materials furnished for the work and of the work performed by the Contractor.

1.7 CONTRACT DOCUMENTS

The Contract Documents are composed of the Invitation to Quote, Instruction to Quoters, Form of Proposal, Form of Contract, General Conditions, Project Specifications, and Drawing(s) if applicable.

GENERAL CONDITIONS
SECTION 2
EXECUTION OF CONTRACT

2.0 ASSIGNMENT

The contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the City of Pensacola. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

2.1 PRECONSTRUCTION CONFERENCE

Within ten (10) days after execution of the Agreement, the Contractor will submit to the City Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the work and a schedule of shop drawing submissions.

Before starting the work, a conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the Engineer of Record and/or his representatives, and the Contractor and/or his representatives and any others deemed necessary by the City of Pensacola.

2.2 TERMINATION OF CONVENIENCE

A contract may be terminated in whole or in part by the City of Pensacola at any time and for any reason in accordance with this clause whenever the City of Pensacola shall determine that such termination is in the best interest of the City of Pensacola. Any such termination shall be effected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

GENERAL CONDITIONS
SECTION 3
CONTRACTOR

3.0 LICENSES, PERMITS, CONSTRUCTION, AND EMPLOYMENT PRACTICES

All contractors shall secure all licenses and permits and comply with all laws, regulations and building and construction codes as required by the State, City and County in which the project is to be constructed, also with all regulations for the protection of workers and in respect to wages and hours which may be promulgated by the State and Federal Government.

3.1 QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the project under this contract. No person shall be employed in violation of the State or the National labor laws. No person under the age of sixteen (16) years shall be employed on the project under the contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the project under this contract; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age, or disability. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mental defectives shall be employed on the project under this contract.

3.2 CHARACTER OF WORKMEN AND EQUIPMENT

The Contractor shall employ such superintendents, foremen and workmen as are careful and competent. Whenever the Engineer shall determine that any person employed by the Contractor is, in his opinion, incompetent, unfaithful, disorderly or insubordinate, such person shall, upon notice, be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work, the Engineer may withhold all estimates which are, or may become due, or may suspend the work until such orders are complied with.

The equipment used on any portion of the work shall be such that no injury to adjacent property, or to streets or highways, will result from its use; equipment shall be modern, in good condition and adequate in size to perform the work in satisfactory time intervals.

3.3 USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his materials.

The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.

The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, barricades, and smoking and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

3.4 MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence and temporary construction of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

3.5 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, or charges, and further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvements or appurtenances thereon, provided that this shall not preclude any contractor from installing metering devices and other equipment of utility companies or of municipalities, the title to which is commonly retained by the utility company or the City. In the event of the installation of such metering device or equipment, the Contractor shall advise the Owner as to the owner thereof. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due to the Contractor in the hands of the Owner. The provisions of this section shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

3.6 PAYMENTS BY CONTRACTOR

The Contractor shall pay:

1. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered.
2. For all materials, tools, and other expendable equipment to the extent of ninety (90) percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.
3. To each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractor's interest therein.

3.7 SUBCONTRACTING

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractors, which statement shall contain such information as the Owner may require.

3.8 REMOVAL AND DISPOSAL OF OBSTRUCTIONS

1. All fences, buildings, or other obstructions upon or within the limits of the work area, shall be removed by the Contractor and carefully placed on the abutting property or otherwise disposed of, if and as required. The cost of removing any existing structure shall be included in the price bid for the construction of new structures.
2. Any artifacts or items of historical value that are discovered in the work area are the property of the City of Pensacola and shall be removed as directed by the Engineer. The Contractor shall take care not to damage said items if at all possible.

3.9 INVESTIGATION, UTILITIES, AND DIFFERING SITE CONDITIONS

1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work taking into specific account the Project site and the general and local conditions related thereto, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and

seasons; physical conditions at the work-site and the Project area as a whole, topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions, equipment and facilities needed preliminary to and during performance of the Work, and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 4 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

3. During the Work, the Contractor shall immediately upon the discovery of, and, before such conditions are disturbed, notify the City in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in the Plans and Specifications or other City-furnished information, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement If, however, a differing or unknown site condition requires immediate action by the Contractor to protect Work in progress from significant damage or to protect the health or safety of persons, the Contractor shall as soon as possible under the circumstances, and before such conditions are disturbed, if reasonably possible, provide the written notice specified herein. The City will promptly investigate the conditions, and if such conditions materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, whether or not changed as a result of such conditions, the construction completion dates shall be equitably adjusted by Change Order upon timely and proper request for Change Order in accordance with Section 5.

4. No claim by the Contractor under this Section will be allowed unless the Contractor has given the notices required in Section 5. If the City is not given written notice before the conditions are disturbed, or in accordance with the Section 5 for later notice in the case of a condition requiring immediate emergency action to protect the Work in progress or the health or safety of persons, the Contractor will be deemed to have waived its right to assert a claim for additional compensation and time arising out of such conditions.

GENERAL CONDITIONS
SECTION 4
CONTROL OF WORK

4.1 ENGINEER AS REFEREE

It is agreed by the parties hereto that the Engineer of Record shall decide all questions which may arise relative to the interpretation of the plans, specifications, and other contract documents pertaining to the character, quality, amount and value of any work done, and the materials furnished under or by reason of this Contract. His estimates and decisions upon all such claims and questions shall be final and conclusive upon the parties thereto.

4.2 DRAWINGS

1. The general character and scope of the work are illustrated by the drawings accompanying the Contract Documents. Where necessary, the approved plans will be supplemented by the Engineer with such full scale details, sketches, etc., as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved plans shall be in writing.
   The Contractor shall furnish such detailed plans as may be required for the prosecution of the work and are not included in the plans furnished by the Consultant They shall include shop details, erection plans, masonry layout diagrams and bending diagrams for reinforcing steel, approval of which by the Engineer must be obtained before any work involving these plans shall be performed. Plans for cribs, cofferdams, false work, centering and form work may also be required and such cases shall be likewise subject to approval unless approval is waived by the Engineer.
   It is expressly understood, however, that approval by the Consultant of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details or of mutual agreement of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications. The Contractor shall not attempt to construct the parts of the work for which such detail drawings are required until he has received them.
   The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.
2. Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical and all details shall be worked out in relation to their location and their connection to other parts of the work.

3. Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

4.3 SHOP DRAWINGS

1. The Contractor shall submit for approval of the Engineer of Record, copies of all shop and setting drawings and schedules required for the work and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given. Copies of these drawings and schedules shall be furnished in such number as the Engineer may direct.
2. The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking; and no claim by the Contractor for delays, arising from his failure in this respect, shall be allowed.
3. All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval shall not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the Contract documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor shall not be relieved of the responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been approved.
4. Where a shop drawing as submitted by the Contractor indicates a departure from the contract which the Consultant deems to be a minor adjustment in the interest of the City and which does not involve a change in the Contract price or extension of time, the Engineer of Record will approve the drawing.
5. The approval by the Engineer of Record of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve him of the responsibility for any error that may exist.

4.4 INTENT OF CONTRACT DOCUMENTS

1. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the Contractor whether or

not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the City in writing and before proceeding with the Work affected thereby and shall obtain a written interpretation or clarification from the City. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
3. Drawings are intended to show general arrangements, design, and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications, or of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the City.

4.5 COORDINATION OF PLANS AND SPECIFICATIONS

The specifications, plans, and all supplementary documents are essential parts of the contract. Any requirement occurring in one is as binding as though occurring in all. Items shown on the plans and not shown on the specifications and items noted in the specifications but not shown on the plans are to be considered as shown on the plans and noted in the specifications. Any errors or omissions as to standards of work in the specifications or on the plans shall not relieve the Contractor of the obligation to furnish a strictly first-class job in strict accord with best practice to be found in structures or work of a similar nature.

4.6 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work for and the coordination of the operation of all trades, subcontractors, or suppliers engaged in the work. He shall be prepared to guarantee to each of his subcontractors the dimensions which they may require for the fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive or be received by that of other contractors.

4.7 OTHER WORK

1. City may perform other work related to the Project at the site by the City's own forces, have other work performed by utility owners or let other direct contracts to other contractors. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the City and Architect/Engineer within forty-eight (48) hours of being notified of the other work If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount
2. Contractor shall afford each utility owner and other contractor (or City, if City is performing the additional work with City's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the City and the others whose work will be affected.
3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or City), Contractor shall inspect and promptly report to the City in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

4.8 CONSTRUCTION STAKING AND PROJECT LAYOUT

1. City shall provide initial vertical and horizontal (h/v) control information for the project, in the form of surveyed benchmarks, at designated coordinate locations as specifically indicated on the plans. The Contractor shall be responsible for the protection and preservation of all benchmarks throughout the duration of the project. The Contractor shall be responsible for all initial, intermediate, and finish h/v layout and staking necessary for the completion of construction. This shall include, but not be limited to, the establishment of finished layout and/or grade points/elevations of intersections, curb islands and drainage structures, etc., based upon the initial h/v control information provided by the City. Replacement of damaged/removed benchmarks by the City shall be handled by the Contractor and done at the Contractor’s expense.

2. Should the Contractor, in the course of work, find that the points, grades, and dimensions which are shown upon the plans are not conformable to the physical conditions of the locality at the proposed project site, he shall immediately inform the City of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and dimensions which are shown on the plans. Should the Contractor, in the course of work, discover/determine that any surveyed benchmark information provided by the City (or other entity) is inconsistent with the plans or has been incorrectly established, he shall notify the City immediately. No claim shall be made by the Contractor against the City for compensation or damages by reasons for failure of the City to represent upon said plans, points, grades and dimensions conformable to the actual physical conditions of the locality of the proposed work.

4.9 INSPECTION

The City and its authorized representatives and agents shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

4.10 INSPECTION FACILITIES

The Contractor shall provide and shall maintain, unless otherwise specified, suitable, and adequate facilities at the site of the project for the use of those representatives or agents of the City assigned to the project until the completion of this Contract.

4.11 INSPECTION AND TESTING OF MATERIALS

Unless otherwise specifically provided for in the specifications, the inspection and testing of materials and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories or agencies approved by the City. The Contractor shall furnish evidence satisfactory to the City that the materials and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the work. Testing of all materials shall be paid for by the City. Retesting required because of failure to comply with the specifications shall be paid for by the Contractor.

4.12 "OR EQUAL" CLAUSE

Specified reference in the specifications to any article, device, product, material, fixtures, form, or type of construction, etc., by name, make, or catalogue number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor, in such cases, may at his option use any article, device, product, material, fixture, form, or type of construction which, in the judgment of the City, expressed in writing, is equal to that named.

4.13 TEMPORARY SUSPENSION OF WORK

The Engineer/City shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary, due to unsuitable weather, or such other conditions as considered unfavorable for the suitable prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the Contract.

4.14 SUSPENSION OF WORK

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed for the Contractor, or any of his property, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should refuse or fail to make prompt payment to persons supplying labor or materials for the work under the contract, or persistently disregard instructions of the Consultant or fail to observe or perform any provisions of the contract documents, or otherwise be guilty of a substantial violation of any provisions of the contract documents, then the City may, by at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City in the premises, terminate the Contractor's right to proceed with the work. In such event, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any excess cost occasioned to the City thereby; and, in such case, the City may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract documents.

4.15 DELAYS – DAMAGES

1. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Form of Proposal, or any extension thereof, or fails to complete said work within such time, the City may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any excess cost occasioned the City thereby. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. If the City does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damage for the delay will be impossible to determine and, in lieu thereof, the Contractor shall pay to the City as fixed, agreed, delay penalties for each calendar day of delay until the work is completed or accepted, the amount as set forth in the Form of Proposal,

and the Contractor and sureties shall be liable for the amount thereof. Provided, that the right of the Contractor to proceed shall not be terminated nor the Contractor charged with delay penalties because of any delays in the completion of the work due to unforeseeable causes beyond the Contractor's control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, if the Contractor shall within ten (10) days from the beginning of any such delay (unless the City shall grant a further period of time prior to the date of final settlement of the contract) notify the City in writing of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal, within thirty (30) days, by the Contractor to the City, whose decision on such appeal as to the facts of the delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

2. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work from any cause whatever, including those for which the City may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from City. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the City will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

3. Where actual damages for any delay in completion contemplated by this section are impossible to determine by reason of the City's election under said sections not to terminate the right of the Contractor to proceed, the Contractor and his sureties shall be liable for and shall pay to the City, as set forth in the form of Proposal, agreed and delay penalties for each calendar day of such delay until the work is completed or accepted. Provided, that the City may accept the work if there has been such a degree of completion as will, in its opinion, make the project reasonably safe, fit, and convenient for the use and accommodation for which it was intended. In such case, the Contractor shall not be charged with delay penalties, but the City may assess damages caused by such delay.

4.16 TIME FOR COMPLETION

The work shall be commenced at the time stated in the notice to the Contractor to proceed and shall be completed in the number of consecutive calendar days stated in the Form of Proposal.

GENERAL CONDITIONS
SECTION 5
PROTECTION OF PERSONS AND PROPERTY

5.0 LAWS

The Contractor shall comply with all federal, state, county, and city laws, ordinances, or regulations controlling the action or operation of those engaged upon the work, or affecting material used, and govern himself in accordance with them. He shall indemnify and save harmless the Owner and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders, or decrees, whether by himself or his employees.

5.1 FURNISHING RIGHT OF WAY

All necessary right of way for the proper completion of the work will be secured by the Owner without cost to the Contractor.

5.2 SANITARY PROVISIONS

The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State or Local Board of Health. He shall commit no public nuisance.

5.3 PUBLIC CONVENIENCE AND SAFETY

No street or roadway shall be closed, except when and where directed by the City Engineer, and whenever the street or roadway is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the street or roadway actually under construction, the Contractor shall provide and maintain a passable driveway as directed by the Engineer.

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of watchmen, and take all necessary precautions for the protection of the work and safety of the public. Streets or highways closed to traffic shall be protected by effective barricades on which acceptable warning signs shall be placed. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the temporary detour route or routes shall be indicated clearly throughout its entire length. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset until sunrise. Barricades shall be well built and so designed so as not to be blown over by the wind.

Fire hydrants on or adjacent to the premises on streets where construction is in progress shall be kept accessible to the fire apparatus at all times and no material or obstruction shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as practicable and obstruction of gutters and ditches will not be permitted. Material stored along the street or roadway must be placed so as to cause as little obstruction to the public as possible.

5.4 PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, the removal or destruction of which is not called for by the plans. This applies to public utilities, trees, monuments, fences, pipe, and underground structures, etc., and whenever such property is damaged due to the activities of the Contractors, it shall be immediately restored to its original condition by the Contractor at his own expense.

In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Owner may, upon forty-eight (48) hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor from receiving property compensation for the removal, damage, or replacement of any public or private property, not shown on the plans, when same is made necessary by alteration of grade or alignment, and such work is authorized by the Owner, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

GENERAL CONDITIONS
SECTION 6
PAYMENT

6.0 SCOPE OF PAYMENTS

It is understood and agreed that the Contractor shall receive and accept the prices and rates, as herein specified, in full payment for furnishing all materials, labor, equipment and tools, and for performing all the work contemplated and embraced in the attached specifications and proposal; and also, for all loss or damage arising out of the nature of the work aforesaid, or from action of the elements or from any foreseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance, as hereinafter provided for; and also, for all risks of every description and all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein provided for, or for any infringement of patent, trademark, or copyright, and for the completion of the work in accordance with the plans specifications and contract.

6.1 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance of the work by the City, it shall be under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

6.2 PAYMENT AND COMPENSATION FOR ALTERED QUANTITIES

When alterations in plans or quantities of work as herein provided for are ordered and performed, the Contractor shall accept payment in full at the contract unit price for the actual quantities or work done.

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the City and the price stated in such work order.

6.3 CHANGES IN WORK

A. The City may at any time, by written order and without notice to the sureties, make changes in the drawings and specifications of this contract and within the general scope thereof. In making any change the charge or credit for the change shall be approximately determined by the City in one of the following methods prior to the issuance of the order for the changed work:

   1. The order shall fix the total lump sum value of the change in the work of the Contractor, and shall set out the price which shall be added to or deducted from the contract price (which price shall include the Contractor's overhead and profit.) On any change which involves a net credit to the City, no allowance for overhead and profit shall be figured.

2. By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the price (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.
3. By ordering the Contractor to proceed with the work and to keep and present, in such form as the City may direct, a correct account of the cost of the change together with all vouchers therefor.

(Cost applicable to 1, 2, and 3 above may include an allowance for overhead and profit not to exceed 15% of the net cost. The cost may also include all items of labor or materials, the use of power tools and equipment actually used, power and all items of cost such as public liability and workmen's compensation insurance, pro rate charges for foremen, also social security, old age and unemployment insurance; however, no percentage for overhead and profit shall be allowed on items of social security, old age and unemployment insurance. If deductions are ordered, the credits shall be the net cost. Among the items considered as overhead are included insurance other than mentioned above, bond, or bonds, superintendent, timekeeper, clerks, watchmen, use of small tools, incidental job burdens and general office expense.)

B. The Contractor shall, when required by the City, furnish to the City an itemized breakdown of the quantities and prices used for computing the value of any change that might be ordered.

A. In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.

B. Should the Contractor encounter, or the City discover, during the progress of the work, sub-surface or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of character provided for in the drawings and specifications, the attention of the City shall be called immediately to such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions, and if he finds that they do so materially differ, the Contract shall, with the written approval of the City, be modified to provide for any increase or decrease of cost or difference in time resulting from such conditions.

6.4 CLAIMS AND DISPUTES

A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between City and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

Claims by the Contractor shall be made in writing to the City within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim Written supporting data shall be submitted to the City within fifteen (15) calendar days after the occurrence of the event, unless the City grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim All claims shall be priced in accordance with the provisions of Subsection 6.3.
The Contractor shall proceed diligently with its performance as directed by the City, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the City in writing. The City shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

6.5 OMITTED ITEMS

The City shall have the right to cancel the portions of the Contract relating to the construction of any time therein by the payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of work by order of the City.

6.6 DEDUCTIONS FOR UNCORRECTED WORK

If the City deems it inexpedient to require the Contractor to correct the work injured or not performed in accordance with the Contract documents, an equitable deduction from the contract price shall be made by agreement between the City and Contractor.

6.7 CONTRACT TIME AND DELAY PENALTIES

Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed from the City. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide forty-eight (48) hours' notice prior to beginning the Work.
The Work shall be fully/finally completed and deemed ready by the City for final completion within the allotted calendar days from the Commencement Date. The Contract Time shall be the time period from the Commencement Date to the date of Final Completion ("Contract Time")

As the project approaches final completion, the City shall compile a "punch list" of any remaining exceptions to final/full completion of the project. The Project shall be deemed to be fully/finally completed by the City on the date that the City certifies in writing that the construction of it, or specified part thereof, is completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended, and all punch list items have been completed to the satisfaction of the City.

6.8 ACCEPTANCE AND FINAL PAYMENT

Whenever the improvement provided for under this Contract shall have been completely performed on the part of the Contractor, and all parts of the work have been approved by the City, according to the Contract, the City shall within ten (10) days unless otherwise provided, make the final inspection and a final estimate showing the value of the work as soon as the necessary measurements and computations can be made. All prior certificates or estimates upon which payments have been made are approximate only, subject to correction in the final payment. The amount of this estimate, less any sums that may have been deducted or retained upon the provision of this contract, will be paid to the Contractor within thirty (30) days after the final estimate has been approved by the City, provided that the Contractor has properly maintained the project as hereinafter specified, and provided he has furnished to the party of the first part a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done under this contract.

The Contractor agrees that the payment of all just claims for materials, against him, or any subcontractor in connection with this contract, and his bond will not be released by final acceptance and payment by the City unless all such claims are paid or released.

6.9 GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use or occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

6.10 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

This Contract will be considered complete when all work has been completed and the final inspection made, the work accepted by the City and the final estimate paid. The Contractor will then be released from further obligation except as set forth in Section 6.7 of these General Conditions and the requirement to maintain products and completed operations coverage as contained herein.

6.11 INVOICE SUBMITTAL

The City of Pensacola will accept only one request for partial payment per month. Applications for partial payments must reference subject project, note the City's purchase order number, coincide with the City's percentage of work completed, and be certified by the City Engineer's office before the partial request for payment will be processed. Unless otherwise modified in the contract documents, retainage shall be ten (10) percent until final payment.

The City of Pensacola normally issues checks for payment of invoices on the 10th of each month. The signed and correct Pay Request must have been received by the Engineering Division by the 25th of the prior month or as otherwise requested. Pay requests received after the 25th will be processed by the 10th of the subsequent following month. Each Pay Request shall be accompanied by a (1) Lien Release and Affidavit from each subcontractor and each supplier showing that all materials, labor, equipment and other bills associated with that portion of the work payment is being requested on have been paid in full, and (2) an updated construction project schedule. The City shall not be required to make payment until and unless these documents are furnished by the contractor. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statue § 218.70. All purchases subject to availability of funds in the City's budget.

6.12 PAYMENTS WITHHELD

The City may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence, subsequent inspections of the Work, or failure of the Contractor to submit pay request as described in Section 6.9 above.

The City may nullify the whole or any part of any approval for payment previously issued and the City may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the City and Contractor, to such extent as may be necessary in the City's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If these conditions are not remedied or removed, City may, after three (3) days written notice, rectify the same at Contractor's expense.

The City also may offset against any sums due Contractor the amount of any delay penalty obligations of Contractor to City, whether relating to or arising out of this Agreement or any other agreement between Contractor and the City.

APPLICATION AND CERTIFICATION FOR PAYMENT

To Owner:
City of Pensacola
Port of Pensacola
700 S Barracks Street
Pensacola, FL 32502

Project Manager:

Application #:
Period:

- ☐ OWNER
- ☐ ENGINEER
- ☐ CONTRACTOR
- ☐
- ☐

From Contractor:

Date Submitted:

Project Name: WAREHOUSE 5 FLOOR REHABILITATION

Purchase Order #:

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. **ORIGINAL CONTRACT SUM** $
2. **Net change by Change Orders** $
3. **CONTRACT SUM TO DATE** (Line 1+2) $
4. **TOTAL COMPLETED & STORED TO DATE** $

5. **RETAINAGE:**
   - a 5 % of Completed Work $
   - b. _____ % of Stored Material $
   - **Total Retainage (Line 5a+5b)** $
6. **TOTAL EARNED LESS RETAINAGE** $
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS PAYMENTS** $
8. **CURRENT PAYMENT DUE** $
   (Line 6 less Line 7 Total)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date:

State of:

County of:

Subscribed and sworn to before me by who is personally known to me/whose identity I proved on the basis of

this day of 2021

Notary Public:

My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: Date:

This Certificate is not negotiable . The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

PAY REQUEST- SCHEDULE OF VALUES
Project Name: WAREHOUSE 5 FLOOR REHABILITATION

Date Received:

City of Pensacola
Port of Pensacola

Contractor:

Inspector:
Contract Duration:
Start Date:
Date of Completion:

Phone:

Fax:

Application #: Period:				Contract Amount		Work Completed Previous		Work Completed This Period		Work Completed To Date		% Completed To Date
Item #	Brief Description	Qty	Units	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%
1	**Mobilization**	1	LS									
2	**Saw cut and demo for disposal existing floor slab and base material**	562	CY									
3	**Furnish, place and compact new8" thick crushed stone base material**	225	CY									
4	**Furnish and place new 12" thick reinforced, cast-in-place concrete floor slab**	337	CY									
5	**Demobilization**	1	LS									
6												
7												
8												
9												
10												
11												
			TOTAL BASE BID									

GENERAL CONDITIONS
SECTION 7
PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

7.1 Description.

Provide erosion control measures on the project and in areas outside the right-of-way where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the project right-of-way and damage to work on the project. Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the Engineer.

7.2 General.

Coordinate the installation of temporary erosion control features with the construction of the permanent erosion control features to the extent necessary to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the Contract.

7.3 Control of Contractor's Operations Which May Result in Water Pollution.

Prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments with fuels, oils, bitumens, calcium chloride, or other harmful materials. Also, conduct and schedule operations to avoid or otherwise minimize pollution or siltation of such water impoundments, and to avoid interference with movement of migratory fish. Do not dump any residue from dust collectors or washers into any live stream.

Restrict construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other water impoundments to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

Do not frequently ford live streams with construction equipment. Wherever an appreciable number of stream crossings are necessary at any one location, use a temporary bridge or other structure.

Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.

Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water by one or more of the following methods prior to discharge into State waters: pumping into grassed swales or

appropriate vegetated areas or sediment basins, or confined by an appropriate enclosure such as turbidity barriers when other methods are not considered appropriate.

Do not disturb lands or waters outside the limits of construction as staked, except as authorized by the Engineer.

Obtain the Engineer's approval for the location of, and method of operation in, borrow pits, material pits, and disposal areas furnished for waste material from the project (other than commercially operated sources) such that erosion during and after completion of the work will not result in probability of detrimental siltation or water pollution.

7.4 Materials for Temporary Erosion Control.

The Engineer will not require testing of materials used in construction of temporary erosion control features other than as provided for geotextile fabric unless such material is to be incorporated into the completed project. When no testing is required, the Engineer will base acceptance on visual inspection.

The Contractor may use new or used materials for the construction of temporary silt fence, staked turbidity barriers, and floating turbidity barrier not to be incorporated into the completed project, subject to the approval of the Engineer.

7.5 Preconstruction Conference.

At the Preconstruction Conference, provide to the City a special plan to prevent, control, and reduce erosion and water pollution, meeting the requirements or special conditions of all permits authorizing project construction. If no permits are required or the approved permits do not contain special conditions or specifically address erosion and water pollution, the project erosion control plan will be governed by federal, state, and local regulations.

7.6 Construction Requirements.

7.6.1 Limitation of Exposure of Erodible Earth: The Engineer may limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct the Contractor to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the project right-of-way or damage to the project. Limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, grassing, sodding, and other such permanent erosion control measures functional.

7.6.2 Incorporation of Erosion Control Features: Incorporate permanent erosion control features into the project at the earliest practical time. Use approved temporary erosion control features to correct conditions that

develop during construction which were not foreseen at the time of design, to control erosion prior to the time it is practical to construct permanent control features, or to provide immediate temporary control of erosion that develops during normal construction operations, which are not associated with permanent erosion control features on the project.

The Engineer may authorize temporary erosion control features when Topsoil is specified in the Contract and the limited availability of that material from the grading operations will prevent scheduled progress of the work or damage the permanent erosion control features.

7.6.3 Scheduling of Successive Operations: Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable.

Schedule and perform clearing and grubbing so that grading operations can follow immediately thereafter. Schedule and perform grading operations so that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

7.6.4 Details for Temporary Erosion Control Features:

7-6.4.1 General: Use temporary erosion and water pollution control features that consist of, but are not limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity barrier, staked turbidity barrier and silt fence. For design details for some of these items, refer to the Water Quality Section of the Roadway and Traffic Design Standards, latest edition of FDOT specifications.

7.6.4.2 Temporary Grassing: The Engineer may designate certain areas of grassing constructed as temporary erosion control features. The Engineer may direct the Contractor to omit permanent type grass seed from grassing and the reduce the specified rate of spread for fertilizer used in conjunction with grassing operations when such work is designated as a temporary erosion control feature.

7.6.4.3 Temporary Sod: Furnish and place sod within areas designated by the Engineer to temporarily control erosion. If the Engineer determines that the sod will be of a temporary nature, he may not require fertilizer and lime. Keep the sod in a moist condition in order to ensure growth. The Contractor will pay for all required watering under erosion control.

7.6.4.4 Temporary Mulching: Furnish and apply a 2 to 4 inch [50 to 100 mm] thick blanket of straw or hay mulch to designated areas, then mix or force the mulch into the top 2 inches [50 mm] of the soil in order to temporarily control erosion. Use only undecayed straw or hay which can readily be cut into the soil. The Contractor may substitute other measures for temporary erosion control, such as hydromulching, chemical adhesive soil stabilizers, etc., for mulching with straw or hay, if approved by the Engineer. When beginning permanent grassing operations, plow under temporary mulch materials in conjunction with preparation of the ground.

7.6.4.5 Sandbagging: Furnish and place sandbags in configurations to control erosion and siltation.

7.6.4.6 Slope Drains: Construct slope drains in accordance with the details shown in the plans, the Roadway and Traffic Design Standards, or as may be approved as suitable to adequately perform the intended function.

7.6.4.7 Sediment Basins: Construct sediment basins in accordance with the details shown in the plans, the Roadway and Traffic Design Standards, or as may be approved as suitable to adequately perform the intended function. Clean out sediment basins as necessary in accordance with the plans or as directed.

7.6.4.8 Berms: Construct temporary earth berms to divert the flow of water from an erodible surface.

7.6.4.9 Baled Hay or Straw: Provide bales having minimum dimensions of 14 by 18 by 36 inches [350 by 450 by 900 mm], at the time of placement. Construct baled hay or straw dams to protect against downstream accumulations of silt. Construct the baled hay or straw dams in accordance with the details shown in the plans or the Roadway and Traffic Design Standards.

Place the dam to effectively control silt dispersion under conditions present on this project. The Contractor may use alternate solutions and usage of materials if approved.

7.6.4.10 Temporary Silt Fences:

7.6.4.10.1 General: Furnish, install, maintain, and remove temporary silt fences, in accordance with the manufacturer's directions, these Specifications, the details as shown on the plans, and the Roadway and Traffic Design Standards.

7.6.4.10.2 Materials and Installation: Use a geotextile fabric

made from woven or nonwoven fabric, meeting the physical requirements necessary to accommodate those applications for erosion control.

Choose the type and size of posts, wire mesh reinforcement (if required), and method of installation. Do not use products which have a separate layer of plastic mesh or netting. Provide a durable and effective temporary silt fence that controls sediment comparable to the Roadway and Traffic Design Standards, Index No. 102.

Install all sediment control devices in a timely manner to ensure the control of sediment and the protection of lakes, streams, gulf or ocean waters, or any wetlands associated therewith and to any adjacent property outside the right-of-way as required.

At sites where exposure to such sensitive areas is prevalent, complete the installation of any sediment control device prior to the commencement of any earthwork.

After installation of sediment control devices, repair portions of any devices damaged at no expense to the City.

Erect temporary silt fence at upland locations across ditchlines and at temporary locations shown on the plans or approved by the Engineer where continuous construction activities change the natural contour and drainage runoff. Do not attach temporary silt fence to existing trees unless approved by the Engineer.

7.6.4.10.3 Inspection and Maintenance: Inspect all temporary silt fences immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, install additional silt fences as directed by the Engineer.

Remove sediment deposits when the deposit reaches approximately ½ of the volume capacity of the temporary silt fence or as directed by the Engineer.

Dress any sediment deposits remaining in place after the temporary silt fence is no longer required to conform to the finished grade, and prepare and seed them.

7.6.4.11 Floating Turbidity Barriers and Staked Turbidity Barriers: Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. The Contractor may need to deploy turbidity barriers around isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the right-of-way limits. The Engineer will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Install the barriers in accordance with the details shown in the plans or as approved by the Engineer. Ensure that the type barrier used and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site. The Engineer may approve alternate methods or materials. Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters.

7.6.4.12 Rock Bags: Furnish and place rock bags to control erosion and siltation. Place the bags as shown in the plans, the Roadway and Traffic Design Standards or as directed by the Engineer. Use a fabric material with openings that are clearly visible to minimize clogging yet small enough to prevent rock loss. Use material of sufficient strength to allow removing and relocating bags without breakage. The bag size when filled with rocks shall be approximately 12 by 12 by 4 inch [300 by 300 by 100 mm]. Use No. 4 or No. 5 coarse aggregate rock.

7.6.5 Removal of Temporary Erosion Control Features: In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in an area of the project in such a manner that no detrimental effect will result. The Engineer may direct that temporary features be left in place.

7.7 Maintenance of Erosion Control Features.

7.7.1 General: Provide routine maintenance of permanent and temporary erosion control features, at no expense to the City, until the project is complete and accepted. If reconstruction of such erosion control features is necessary due to the Contractor's negligence or carelessness or, in the case of temporary erosion control features, failure by the Contractor to install permanent erosion control features

as scheduled, the Contractor shall replace such erosion control features at no expense to the City. If reconstruction of permanent or temporary erosion control features is necessary due to factors beyond the control of the Contractor, the City will pay for replacement under the appropriate Contract pay item or items.

7.7.2 Mowing: The Engineer may direct mowing of areas within the limits of the project. Mow these designated areas within seven days of receiving such order. Do not mow slopes that are steeper than three horizontal to one vertical.

7.8 Protection During Suspension of Contract Time.

If it is necessary to suspend the construction operations for any appreciable length of time, shape the top of the earthwork in such a manner to permit runoff of rainwater, and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments that are in the vicinity of rivers, streams, canals, lakes, and impoundments. Locate slope drains at intervals of approximately 500 feet [150 m], and stabilize them by paving or by covering with waterproof materials. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation. The Engineer may direct the Contractor to perform, during such suspensions of operations, any other erosion control work deemed necessary.

7.9 Compliance with NPDES requirements

Contractor shall be solely responsible for ensuring all dirt/sediment/turbid water remains on this jobsite and overall NPDES compliance. Any failure to comply will result in a $500 penalty per daily occurrence. Contractor will be provided with written notice of failure and funds will be deducted from final payment for contract retainage.

7.10 Basis of Payment.

The lump sum amount listed under erosion control on the proposal shall be the only compensation allowed the contractor. The items covered under this item includes construction and routine maintenance of temporary erosion control features and for moving. Separate payment will not be made for the cost of constructing temporary earth berms along the edges of the roadways to prevent erosion during grading and subsequent operations. The Contractor shall include these costs in the Contract prices for grading items. Additional temporary erosion control features constructed as directed by the Engineer will be paid for as unforeseeable work.

In case of failure on the part of the Contractor to control erosion, pollution, or siltation, the Engineer reserves the right to employ outside assistance or to use the City's forces to provide the necessary corrective measures. Any such costs incurred, including engineering costs, will be charged to the Contractor and appropriate deductions made from the monthly progress payment.

Addendum Date: December 10, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Bid No. 26-006

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

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

Company:_____ Date:_____

Authorized Representative:_____ Title:_____
Printed Name

Signature:_____

Responses to Contractor Questions received through 12/8/2025:

A. The following is added to the Special Conditions section of the Instructions to Bidders located on page 9 of 79 of the Project Manual:

d. TWIC is a federally mandated Port of Pensacola credential. The contractor(s) is responsible for obtaining and maintaining a TWIC badge throughout the term of the project. The Port of Pensacola will not provide a TWIC escort for the contractor(s) or sub-contractor(s). The area of work for this project will allow (1) TWIC holder to escort up to (5) non-TWIC employees. For more information on the TWIC program: https://www.tsa.gov/for-industry/twic.

B. The following responses are provided to questions received by the City Purchasing Department:

1. There is a strong probability the entrance slab will be damaged, can this be included? **A control joint is in place at this entrance. This section was rehabilitated with 12-inch slab and rebar during the summer of 2025.**

2. Who is responsible for layout? **The Contractor is responsible for all layout.**

3. There are no specifications for a vapor barrier, what should we use? **Vapor barrier is not required.**

4. There are no flatness specifications indicated, what should we shoot for? **Per ACI 117, Class B surface flatness requirements or ¼" over a 5' straight edge is required.**

5. The #8 rebar is shown with a 90 deg hook on each end, This is not possible. **Hooks can be rotated to meet clear cover requirements. 180 degree hooks (also rotated to fit) are also acceptable.**

6. What are the curing specifications for the new slab? **Per note 7, curing requirements are per ACI 301.**

7. What exact type of Expansion Joint is to be used? **Poured expansion joint per FDOT STD detail 458-110. Fiber board may be substituted for backer rod.**

8. Are there any drains located within the area to be replaced? **No existing floor drains are within the replacement area.**

9. The sealant specified is a FDOT specification calling for a fast cure silicone, according to the spec. sheet it requires the concrete to be cured for 28 days before application, this will add to the project time frame. **There is no 28-day cure time requirement listed in the data sheets in the FDOT APL for Joint Sealant Ultra-Low Modulus Self Leveling (Two Part) Silicone-Type D.**

10. Are permits required for this flatwork and demo? If so, what is the estimated cost or can the Port provide an allowance. **The Contractor is responsible for acquiring any and all permits required by the City.**

11. What is the budget for this project? **Contractors are to provide competitive bids based on projected costs they have analyzed.**

12. We are to assume 2 pours, correct? Reason for this is to keep Pate operating as normal business. **The actual number of concrete pours required will be determined based on the Port's traffic and cargo operations at the time. The Port and Contractor will work together to make the Contractor's work as efficient as possible while still allowing Port operations to proceed.**

13. Many businesses on the M/WBE list have been closed or out of business. Can you please tell us where to access and updated list for the City of Pensacola? I have reached out without success on previous bids**. If attempts to locate an M/WBE business proves unsuccessful, please note that on your bid form. M/WBE will not be required for this bid proposal.**

Addendum Date: December 22, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Bid No. 26-006

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

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

Company:_____ Date:_____

Authorized Representative:_____ Title:_____
Printed Name

Signature:_____

1. Sheet S1 calls for #8 DOWEL 5'-0" DRILL AND EPOXY 12" INTO EXISTING CONCRETE. What is the spacing/layout of these #8 Dowel's? Please advise.

A. **The #8 dowels indicated to be drilled, and epoxy anchored into the existing slab along the length of the construction joint shall be spaced at 16 inches on center. Dowels to be located at mid height of the existing slab.**

2. Will the City of Pensacola require anything special as this area is considered special flood hazard area? **No special requirements are needed. However, standard contractor insurance as prescribed in the insurance bid proposal will be required.**

3. The RFP included a drawing from HDR that is not stamped by an engineer. Will HDR be providing a stamped drawing so we can submit for Permit to the City or is the contractor responsible for providing an engineer stamped drawing? **Yes. We will provide a stamped drawing noted as "Issued for Construction" upon award of the contract.**

4. The RFP lists an aggregate insurance requirement of $5 million. Can you confirm that this is correct? **This is correct.**

5. The RFP mentions marine liability (Protection and Indemnity) this is a land-based project please clarify as most GCs do not have this coverage typically only Marine contractors. **If work will not be done waterside, marine liability would not apply.**

6. The RFP mentions the need for Pollution Liability. Is this accurate? This coverage is not normally required for foundation projects. **This liability should be considered waived for this particular project unless otherwise specified by City of Pensacola Risk Management.**

7. Does this RFP require Jones Act USL&H Longshore and Harbor Workers' Compensation(DLHWC) “Coverage must be provided for the United States Longshore and Harbor Workers Compensation Act (USL&H)” ? **This coverage is not required under the terms and conditions of this FSTED grant funding requirements.**

EXHIBIT B

PROPOSAL

The Proposal dated _____, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

PROPOSAL
BID NO. 26-006

PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

Base Bid

THREE HUNDRED EIGHTY-EIGHT THOUSAND NINETY AND 00/100 DOLLARS
(Written)

389,849.19 1/2/26 CL **($ 388,090.00)**

**A quantity sheet must be filled out and included for the submittal to be considered.*

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

Dunns#/UEID: 129306436 (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation
Contractor's Certification or Registration

No. CGC1536480 Expiration Date 8/31/2026

Survey: How did you obtain this solicitation?

☑ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other: _____

Signature _____ Date: 12/20/2025

Printed Name: MAX DAVIS Title: PRINCIPAL PROCUREMENT

Company: BARCIS DESIGN + CONSTRUCT LLC. Address: 100 N SPRING STREET FLOOR 2

Telephone: 850-436-3139 City: PENSACOLA

Fax: _____ State: FL Zip: 32502

E-mail: MAX@BARCISDC.COM

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

BID 26-006
PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION
QUANTITY SHEET

No.	Category	Qty	Units	Unit Price	Total Cost
1	Mobilization	1	LS	**37,714.00**	**37,714.00**
2	Saw cut and demo for disposal existing floor slab and base material	562	CY	**58.6391**	**31,196.00**
3	Furnish, place and compact new 8” thick crushed stone base material	225	CY	**183.5067**	**41,289.00**
4	Furnish and place new 12” thick reinforced, cast-in-place concrete floor slab	337	CY	**775.5490**	**261,360.00**
5	Demobilization	1	LS	**16,531.00**	**16,531.00**
				TOTAL BASE BID	**388,090.00**

32955.17
1/2/26 CL

41289.01
01/05/26 RD
261360.01
01/05/26 RD

389,849.19
1/2/26 CL

Company: BARCIS DESIGN + CONSTRUCT LLC. Date: 12/26/2025

Title: PRINCIPAL PROCUREMENT

Authorized Signature:

Printed Name: MAX DAVIS

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL WILL DISQUALIFY THE BID.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: BARCIS DESIGN + CONSTRUCT LLC.

Vendor FEIN: 99-2241407 Phone Number: 850-436-3139

Vendor's Authorized Representative Name and Title: MAX DAVIS PRINCIPAL PROCUREMENT

Address: 100 N SPRING STREET 2ND FLOOR

City: PENSACOLA State: FL ZIP: 32502

Email Address: MAX@BARCISDC.COM

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion" means:
1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) "Labor" means work of economic or financial value.(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: MAX DAVIS PRINCIPAL PROCUREMENT

Date: 12/26/2025

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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

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

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: BARCIS DESIGN + CONSTRUCT LLC. Date: 12/26/2025

Authorized Signature: Printed Name: MAX DAVIS

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

BARCIS DESIGN + CONSTRUCT LLC.
Companv Name

Authorized Signature

MAX DAVIS
Printed Name

12/26/2025
Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

City of Pensacola
Florida

CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE

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

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

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

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be $ 100.00, which cost is included in the amount of the bid.

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

DAILY CLEANUP, WILL NOT LEACE ANY DIRT PILES, WILL COMPACT ASAP. SILT FENCE NOT NEEDED

AS THIS AREA WILL BE INSIDE OF AN EXISTING SLAB.

Authorized Official

THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

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

Signature

MAX DAVIS

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM
(not applicable if project uses federal funding)

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

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

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

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

If not, mark "N/A."

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

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
SMALL BUSINESS ENTERPRISE STATEMENT

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

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

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

VENDOR QUESTIONNAIRE

Name of Business BARCIS DESIGN + CONSTRUCT LLC.

Address 100 N SPRING STREET 2ND FLOOR PENSACOLA FL, 32502

Owner(s)'s Name(s) MAX DAVIS, KEMP WILSON,CARLOS GODINEZ, ROB E FABBRO, ROB A FABBRO

OR

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

NAME OF SBE FIRM	PRIME OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1. RAM TOOLE Supply DBA Whitecap	SUPPLIER	less than 1%
2. LMJ Larry Jacobs Testing	SUBCONTRACTOR	1%
3.		
4.		
5.		
6.		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
FORM A – M/WBE UTILIZATION COMMITMENT

I, BARCIS DESIGN + CONSTRUCT LLC Bid # 26-006
(Name of Bidder)

do hereby certify that on this project, we will use the following minority or woman business enterprises as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Full Address	Phone #	*M/WBE Category	Work Description	Dollar Value
WE WERE UNABLE TO UTILIZE ANY OTHER				
FROM THE CITY LIST. SEE ADDENDUM 1 Q 13				

Port operations to proceed.

13. Many businesses on the M/WBE list have been closed or out of business. Can you please tell us where to access and updated list for the City of Pensacola? I have reached out without success on previous bids. **If attempts to locate an M/WBE business proves unsuccessful, please note that on your bid form. M/WBE will not be required for this bid proposal.**

Page 2 of 2

*M/WBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

The total value of M/WBE contracting will be ($) _____.

CITY OF PENSACOLA
M/WBE PROGRAM POLICY
DOCUMENTATION OVERVIEW

Form	Submission Requirements	Required Form
M/WBE Utilization Commitment Lists the total dollar amount of such participation by M/WBE subcontractors and suppliers the Bidder **will use** on the project.	Due with bid/proposal	**Form A**
Listing of Good Faith Efforts (GFE) Indicates the actions you undertook to recruit and solicit minority vendors, subcontractors, vendors, or suppliers for this project.	Due with bid/proposal if goal is not met (if subcontracting or purchasing supplies/materials)	**Form B, A, and C**
Formal Agreement Affidavit Indicates that Prime Contractor will enter into a formal agreement with the firms listed on the MWBE Utilization Commitment (Form A).	Due with bid/proposal if goal is met	**Form C and A**
Statement of Intent to Perform Contract with Own Workforce Indicates that the bidder does not customarily subcontract elements of this type project, normally performs all elements of work on this project with his/her own current work force **AND** will not purchase any materials or supplies in the performance of the contract.	Due with bid/proposal (self-performing and not purchasing supplies/materials). ****APPLIES TO CURRENT CITY CERTIFIED M/WBEs ONLY**	**Form D**
Letter of Intent to Perform as a Subcontractor or Sub consultant Identifies minority participation will be used on the project. **Form E is signed by the M/WBE**	Within three (3) business days after notification of being the apparent low bidder. Must match firms listed on **Form A.**	**Form E**
Documentation for All Payments to Subcontractors, Suppliers, and Service Providers Contractor shall provide with each pay request to the City of all payments to contractors, subcontractors, supplies and service providers.	Must submit with each pay request and final payment.	**Form F**
Subcontracting Opportunities Bidders a list of the areas in which the bidder sought subcontractors and suppliers.	Due with GFE documentation when requested.	**Form G**

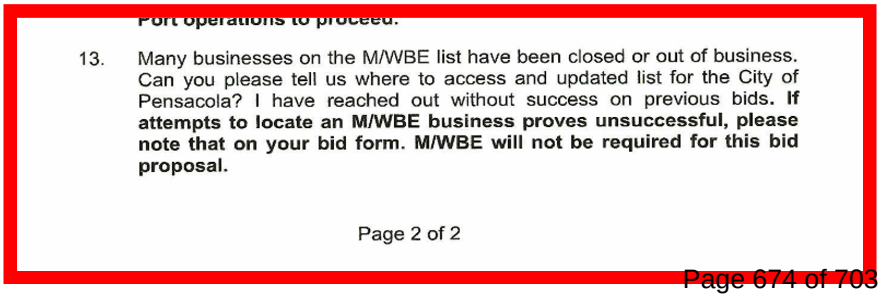
CITY OF PENSACOLA
FORM B – Attach to the Bid/Proposal if goal is not attained

Affidavit of BARCIS DESIGN & CONSTRUCT LLC.
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked. Bidder must earn at least 70 points from the Good Faith Efforts list for their bid to be considered responsive.

	1 – Notification of Subcontracting Opportunities (10 Points) bidder must provide to the City or their designee a list of the areas in which the bidder sought subcontractors and suppliers.
	2 – M/WBE Contact (10 pts) Contacted M/WBE businesses that reasonably could have been expected to submit a quote, for the areas the bidder intends to subcontract or purchase supplies at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.
	3 – Making Project Documents Available (10 pts) Made the construction plans, specifications, and requirements available for review by prospective M/WBE businesses, or providing these documents to them at least ten (10) days before the bids are due.
	4 – Breaking Down Work (15 pts) Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
	5 – Working with M/WBE Assistance Organizations (10 pts) Worked with minority and women trade, community, or contractor organizations identified by the City and included in the bid documents that provide assistance in recruitment of minority businesses.
	6 – Host Pre-Bid Meeting (20 pts) Conduct a pre-bid meeting for M/WBE within five (5) days of the bid opening.
	7 – Bonding or Insurance Assistance (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors or sub consultants.
	8 – Negotiate in Good Faith (15 pts) Negotiated in good faith with interested M/WBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
	9 – Financial Assistance (25 pts) Provided assistance to an otherwise qualified M/WBE business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help the M/WBE businesses in establishing credit.
	10 – Joint Ventures and/or Mentor Protégé (20 pts) Negotiated joint venture, partnership and/or mentor protégé arrangements with M/WBEs in order to increase opportunities for M/WBE participation when possible.
	11 – Quick Pay Agreements (20 pts) Provided quick pay agreements and policies to enable M/WBE to meet cash-flow demands.
	12 – M/WBE Participation on Non-City Contracts (15 pts) The Bidder must document that during the eighteen (18) month period before Bid Opening, the Bidder paid M/WBEs on non-City contracts.

ATTEMPTS WERE MADE FROM THE CITY LIST SEE ADDEDUM 1 NO M/WBE IS REQUIRED. SOME OF THE COMPANIES ARE NO LONGER IN BUSINESS OR REPLY.



Port operations to proceed.

13. Many businesses on the M/WBE list have been closed or out of business. Can you please tell us where to access and updated list for the City of Pensacola? I have reached out without success on previous bids. **If attempts to locate an M/WBE business proves unsuccessful, please note that on your bid form. M/WBE will not be required for this bid proposal.**

Page 2 of 2

CITY OF PENSACOLA
FORM C – FORMAL AGREEMENT AFFIDAVIT

In accordance with Policy the undersigned will enter into a formal agreement with the firms listed on the Minority and Women Business Utilization Commitment schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Minority and Women Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 12/19/25 **Name of Authorized Officer:** Max Davis

Signature:

Title: Principal Procurement

State of Florida ***, County of*** Escambia

Subscribed and sworn to before me this 22nd ***day of*** December ***20*** 25

Notary Public

My commission expires 1/23/26

Lee Anne M. Burkholder NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires January 23, 2026 No. HH196777 SEAL

DOES NOT APPLY BUT STILL HAD THIS NOTARIZED FOR BID PROPOSAL SEE ADDENDUM 1 QUESTION 13

CITY OF PENSACOLA
FORM D
STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING

Attach this form to the Bid/Proposal

Affidavit of _____

DOES NOT APPLY BUT STILL HAD THIS NOTARIZED FOR BID PROPOSAL

I hereby certify that it is our i ork required for the

_____. contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 12/19/25 **Name of Authorized Officer:** Max Davis

Signature: _____

Title: Principal Procurement

State of Florida ***, County of*** Escambia

Subscribed and sworn to before me this 22nd ***day of*** December ***20*** 25

Notary Public LeeAnne M. Burkholder

My commission expires 1/23/2026

Lee Anne M. Burkholder NOTARY SEAL My Comm. Expires January 23, 2026 No. HH 196777 PUBLIC STATE OF FLORIDA

This form may be reproduced.
May 2018

CITY OF PENSACOLA
FORM E - LETTER OF INTENT TO
PERFORM AS A SUBCONTRACTOR OR SUBCONSULTANT
(PROVIDE MATERIALS AND/OR SERVICES)

Project Name: SEE ADDENDUM #1 QUESTION 13

Project/Bid #_____

Name of Prime Bidder/Proposer:_____

Address: _____
Street

Telephone:_____ Fax:_____ Email: _____

Name of Certified Vendor: _____

The undersigned intends to perform work in connection with the above project as

_____ Minority Business Enterprise _____ Women's Business Enterprise

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials or services to be performed or provided):

Description of work to be performed by certified vendor:

_____

_____

Subcontracting at any tier must be reported and is subject to all M/WBE compliance requirements. This form shall be used for M/WBE subcontracting at any level.

Date: _____

_____
(Name & Phone No. of M/WBE Company)

MAX DAVIS
(Title of Authorized Officer)

_____
(Signature)

THE BIDDER MUST GET THIS FORM COMPLETED BY THE SUBCONTRACTORS/SUPPLIERS

This form may be reproduced.
May 2018

Port operations to proceed.

13. Many businesses on the M/WBE list have been closed or out of business. Can you please tell us where to access and updated list for the City of Pensacola? I have reached out without success on previous bids. **If attempts to locate an M/WBE business proves unsuccessful, please note that on your bid form. M/WBE will not be required for this bid proposal.**

CITY OF PENSACOLA
FORM F - DOCUMENTATION FOR All PAYMENTS TO
SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Prime Contractor/Architect: BARCIS

Address & Phone:

Project Name:

Pay Application #: Period:

Current Requested Payment Amount:

The following is a list of payments to be made to all contractors/suppliers & other providers on this project for the above-mentioned period.

Firm Name and Address	*M/WBE Category	Amount to be Paid form this pay Request	Total Payments to date	Total Amount Committed

*M/WBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

Date: Approved/Certified By:
Name

Title: PRINCIPAL PROCUREMENT
Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH YOUR REQUEST FOR FINAL PAYMENT****

This form may be reproduced.
May 2018

CITY OF PENSACOLA
FORM G – SUBCONTRACT / PURCHASE OPPORTUNITIES

Prime Contractor/Architect: BARCIS DESIGN + CONSTRUCT LLC

Address & Phone: 100 N SPRING STREET 2ND FLOOR PENSACOLA FL 32502

Project Name: BID 26-0006 WH 5 FLOOR RENOVATION

The following is a list of subcontract/purchase opportunities our firm made available to contractors/ suppliers & other providers on this project.

Commodity Code	Description of work
NIGP 030	CONCRETE
NIGP 670	JOINT SEALANTS
NIGP 905	HAULING
NIGP 912	SAW CUTTING
NIGP 918	MATERIAL TESTING AND COMPACTION

ATTEMPTS WERE MADE FROM THE CITY LIST SEE ADDEDUM 1 NO M/WBE IS REQUIRED. SOME OF THE COMPANIES ARE NO LONGER IN BUSINESS OR REPLY. LINKS TO PLANS WERE READILY AVAILABLE. WE ARE A SMALL BUSINESS AND INTEND ON USING LOCAL SMALL BUSINESSES FOR SUPPLYING AND SUBCONTRACTING ON THIS JOB.

Port operations to proceed.

13. Many businesses on the M/WBE list have been closed or out of business. Can you please tell us where to access and updated list for the City of Pensacola? I have reached out without success on previous bids. **If attempts to locate an M/WBE business proves unsuccessful, please note that on your bid form. M/WBE will not be required for this bid proposal.**

Page 2 of 2

This form may be reproduced.
May 2018

COVENANT OF THE COMMUNITY FOR THE CITY OF PENSACOLA
WORKFORCE REPORT

Company Name: BARCIS DESIGN + CONSTRUCT LLC.

The following is a list detailing each employee's residential zip code and skillset or trade, and whether the employee was hired since the date the Contractor was awarded the Covenant Project, Bid No.____26-006_.

Employee Residential Zip Code	Skillset or Trade	Hired since the award of contract: Yes/No
Example: 32502	Plumbing, Welder, Carpentry, Bricklaying, Project Mgmt., Concrete, or Write in the applicable skillset/trade.	Yes
32503	ESTIMATOR	NO
32505	PROJECT MANAGER	NO
32505	LABORER	NO
32562	CFO ACCOUTNING	NO

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

PRINCIPAL PROCUREMENT — 12/29/2025

Signature and Title of Business Representative — Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

This form may be reproduced.
December 2020

COVENANT FOR THE COMMUNITY
FOR CITY OF PENSACOLA
LOCAL BUSINESS PARTICIPATION REPORT

Company Name: BARCIS DESIGN + CONSTRUCT LLC.

The following is a list of amounts billed by all subcontractors and vendors and whether the subcontractor or vendor is local for the awarded Covenant Project, Bid No._.

Name of Subcontractor / Vendor	Local Business Sub/ Vendor: Yes/No	Amount Billed
Example: Construction, LLC	Yes	$40,000
CRAFTSMAN CONCRETE	YES	TBD
LMJ LARRY JACOBS TESTING	YES	3-4K
PENSACOLA HARDWARE	YES	2-4K
SOUTHLAND HAULING	YES	3-4K
MARTIN MARIETTA	YES LOCAL YARD	20-30K TBD

Please answer the following statistical questions pertaining to this Covenant Project:

1. What was the percentage of newly hired employees that are local residents? _____.
2. What was the percentage of all existing employees that are local residents? 100%
3. What was the percentage of local business participation? 100%

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

PRINCIPAL PROCUREMENT 12/29/2025

Signature and Title of Business Representative Date

This form may be reproduced.
December 2020

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Addendum Date: December 10, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Bid No. 26-006

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

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

Company: Barcis Design + Construct LLC Date: 12/29/25

Authorized Representative: Max Davis Title: Principal Procurement
Printed Name

Signature: _____

Responses to Contractor Questions received through 12/8/2025:

A. The following is added to the Special Conditions section of the Instructions to Bidders located on page 9 of 79 of the Project Manual:

d. TWIC is a federally mandated Port of Pensacola credential. The contractor(s) is responsible for obtaining and maintaining a TWIC badge throughout the term of the project. The Port of Pensacola will not provide a TWIC escort for the contractor(s) or sub-contractor(s). The area of work for this project will allow (1) TWIC holder to escort up to (5) non-TWIC employees. For more information on the TWIC program: https://www.tsa.gov/for-industry/twic.

B. The following responses are provided to questions received by the City Purchasing Department:

1. There is a strong probability the entrance slab will be damaged, can this be included? **A control joint is in place at this entrance. This section was rehabilitated with 12-inch slab and rebar during the summer of 2025.**

2. Who is responsible for layout? **The Contractor is responsible for all layout.**

Addendum Date: December 22, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

PORT OF PENSACOLA
WAREHOUSE 5 FLOOR REHABILITATION PROJECT

Bid No. 26-006

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

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

Company: Barco Design + Contract LLC Date: 12/29/25

Authorized Representative: Max Davis Title: Principal Procurement
Printed Name

Signature:

1. Sheet S1 calls for #8 DOWEL 5'-0" DRILL AND EPOXY 12" INTO EXISTING CONCRETE. What is the spacing/layout of these #8 Dowel's? Please advise.

A. **The #8 dowels indicated to be drilled, and epoxy anchored into the existing slab along the length of the construction joint shall be spaced at 16 inches on center. Dowels to be located at mid height of the existing slab.**

2. Will the City of Pensacola require anything special as this area is considered special flood hazard area? **No special requirements are needed. However, standard contractor insurance as prescribed in the insurance bid proposal will be required.**

3. The RFP included a drawing from HDR that is not stamped by an engineer. Will HDR be providing a stamped drawing so we can submit for Permit to the City or is the contractor responsible for providing an engineer stamped drawing? **Yes. We will provide a stamped drawing noted as "Issued for Construction" upon award of the contract.**

Bid Bond

CONTRACTOR (Name, legal status and address):

Barcis Design + Construct, LLC
100 N Spring St
Pensacola, FL 32502

SURETY (Name, legal status and principal place of business):

Auto-Owners Insurance Company
PO Box 30660
Lansing, MA 48909

OWNER (Name, legal status and address):

City of Pensacola
222 West Main St
Pensacola, FL 32502

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

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

BOND AMOUNT:

5% of Total Bid Amount

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

PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

700 S Barracks St, Pensacola, FL 32502

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

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

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

Signed and sealed this 18th day of December, 2025

(Witness)

Barcis Design + Construct, LLC
(Principal) (Seal)
Principal Procurement
(Title)

Savannah Johnson
(Witness)

Auto-Owners Insurance Company
(Surety) (Seal)
Daniel F. Oaks
(Title)
Daniel F. Oaks, Attorney-In-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document **A310**, 2010 Edition.
S-2000-AIA (11/10) PUBLIC

DATE AND ATTACH TO ORIGINAL BOND

AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN

POWER OF ATTORNEY

NO. _____

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint DANIEL F OAKS

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 22nd day of December, 2023.

Brandi Holly

Brandi Holly — Senior Vice President

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

On this 22nd day of December, 2023, before me personally came Brandi Holly, to me known, who being duly sworn, did depose and say that they are Brandi Holly, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

JEFFREY P MANY NOTARY PUBLIC COUNTY OF INGHAM My Commission Expires January 26th, 2029 Acting in the County of STATE OF MICHIGAN

My commission expires January 26th, 2029.

Jeffrey P. Many

Jeffrey P. Many

Notary Public

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 18th day of December, 2025.

AUTO-OWNERS INSURANCE CORPORATE SEAL LANSING, MICHIGAN

William F Woodbury

William F. Woodbury, First Vice President, Secretary and General Counsel

REQUIRED DOCUMENTS ACKNOWLEDGEMENT
Bid/RFP/RFQ #26-006

Purchasing Forms		**Initials**
1)	Proposal Page(s)	MD_____
2)	Quantity Sheet(s)	MD_____
3)	State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	MD_____
4)	52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	MD_____
5)	52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	MD_____
6)	Certification For Erosion And Sedimentation Compliance	MD_____
7)	Drugfree Workplace Certificate	MD_____
8)	Veteran Business Enterprise Statement	MD_____
9)	Small Business Enterprise Statement	MD_____
10)	Minority/Women Business Participation Forms	MD_____
11)	Covenant With the Community Workforce Report	MD_____
12)	Covenant With the Community Local Business Participation Report	MD_____
13)	Acknowledgement of addenda (signed signature pages of addenda)	MD_____
14)	Bid Bond	MD_____
15)	Required Documents Acknowledgement Page	MD_____

Department Requirements		**Initials**
1)	Florida Licensed General Contractor	MD_____

Company Name: BARCIS DESIGN + CONSTRUCT LLC

Authorized Officer's Name: MAX DAVIS Title: PRINICPAL PROCUREMENT

Signature of Officer: _____ Date: 12/29/2025

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

Detail by Entity Name

Florida Limited Liability Company
BARCIS DESIGN + CONSTRUCT LLC

Filing Information

Document Number	L24000143604
FEI/EIN Number	99-2241407
Date Filed	03/25/2024
Effective Date	03/23/2024
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	07/01/2024
Event Effective Date	NONE

Principal Address

100 N. Spring St
2nd Floor
PENSACOLA, FL 32502

Changed: 03/26/2025

Mailing Address

P.O. BOX 10
GULF BREEZE, FL 32562

Changed: 07/01/2024

Registered Agent Name & Address

REMINGTON, SCOTT A, ESQ.
125 E. INTENDENCIA ST., FOURTH FLOOR
PENSACOLA, FL 32502

Name Changed: 06/11/2024

Address Changed: 06/11/2024

Authorized Person(s) Detail

Name & Address

Title MGR

WILSON, ROBERT K
1841 PEYTON DR.
PENSACOLA, FL 32503

Title MGR

FABBRO, ROBERT A
3901 IDLEWOOD DR
PENSACOLA, FL 32505

Title MGR

FABBRO, ROBERT E
418 YORK ST
GULF BREEZE, FL 32561

Title MGR

DAVIS, MAX R
2015 E JORDAN ST
PENSACOLA, FL 32503

Title MGR

GODINEZ, CARLOS
309 WILLIAMSBURG DR.
GULF BREEZE, FL 32561

Annual Reports

Report Year	Filed Date
2025	03/26/2025

Document Images

03/26/2025 -- ANNUAL REPORT	View image in PDF format
07/01/2024 -- LC Amendment	View image in PDF format
06/26/2024 -- LC Amendment	View image in PDF format
06/11/2024 -- LC Amendment	View image in PDF format
03/25/2024 -- Florida Limited Liability	View image in PDF format

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Scheduled SAM Maintenance Show Details
Feb 25, 2026

See All Alerts

Register Now for Q&A Session This Thursday
Show Details
Feb 23, 2026

Exclusions

- Entity Registration
- Exclusions
  - Active Exclusions
- Responsibility / Qualification

Entity Information

BARCIS DESIGN + CONSTRUCT LLC

Active Registration

Unique Entity ID
FMN8YH1BVD84

CAGE/NCAGE
05W54

Expiration Date
May 9, 2026

Physical Address
100 N Spring ST STE 2
Pensacola, Florida
32502-4813, United States

Mailing Address
PO Box 10
Gulf Breeze, Florida
32562, United States

Purpose of Registration

All Awards

Version

Current Record

EXCLUSIONS

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

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SAM.gov

An official website of the U.S. General Services Administration

THE PORT OF
PENSACOLA
Office of Financial and Project Management

March 3, 2026

To: **Risk Management**

Re: Contract 26-006- Barcis Waiver for Marine Liability coverage and Contractor's Pollution coverage and Additional Insured endorsement

Good Afternoon,

Please be advised that due to the nature of the work for this project the Marine Liability coverage and

Contractor's Pollution coverage are considered waived as part of this contract and are considered not applicable.

All work for this project are strictly contained to the inside of Warehouse 5 at the Port of Pensacola. Work will consist of pavement floor repair work, which is not intended to result in any pollution that would result in the need for pollution coverage. Additionally, no work will be performed from the water, which will result in the need for the marine liability coverage.

In regard to the additional ensured endorsement, please see attached email from Barcis Design and Construct LLC, dated February 19, 2026, listing FDOT as an additional insured. This email corresponds with the insurance documents previously provided.

If you have any questions, please feel free to contact me at 850-436-5072, or via email at kboyer@cityofpensacola.com.

Thank you for your continued support of the Port of Pensacola. We look forward to continuing to partner with you in our future growth and success.

Sincerely yours,

William Boyer

Project Compliance Manager, Port of Pensacola

Kevin Boyer

From: Max Davis <max@barcisdc.com>
Sent: Thursday, February 19, 2026 1:33 PM
To: Kevin Boyer
Cc: Lance Scott; Kenny Emberton; Kemp Wilson
Subject: RE: [EXTERNAL] RE: Execution of Contract for bid 26-006 Warehouse 5 Floor Rehab
Attachments: City of Pensacola_Barcis Design + Construct, LLC_2-18-2026.pdf; Florida Department of Transportation_Barcis Design + Construct, LLC_2-18-2026.pdf

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

Hey Kevin please see attached COI for you and FDOT as additional insured thank you.

BARCIS DESIGN + CONSTRUCT

Max Davis
Principal, Procurement
PO Box 10, Gulf Breeze, FL 32562
100 North Spring St, 2nd Floor, Pensacola, FL 32502
www.BarcisDC.com

From: Kevin Boyer <KBoyer@cityofpensacola.com>
Sent: Monday, February 16, 2026 6:38 PM
To: Max Davis <max@barcisdc.com>
Cc: Lance Scott <LScott@cityofpensacola.com>; Curtis, Al <Al.Curtis@hdrinc.com>; Kenny Emberton <KEmberton@cityofpensacola.com>; Kemp Wilson <kemp@barcisdc.com>
Subject: Re: [EXTERNAL] RE: Execution of Contract for bid 26-006 Warehouse 5 Floor Rehab

Max,

Thanks for the quick turn around. I will get this routing tomorrow.

We will need your company's certificate of insurance (as prescribed in the ITB) for final execution of the contract.

- Sent from Samsung A16. Please excuse any grammatical errors that may be included as a result.

William K. Boyer
Project Compliance Manager
Port of Pensacola
700 South Barracks Street
Pensacola, FL 32502

Office: 850.436.5072
Cell: 850.261.7476
Alternate: 850.529.1999
Email:kboyer@cityofpensacola.com

Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: Max Davis <max@barcisdc.com>
Sent: Monday, February 16, 2026 4:45:59 PM
To: Kevin Boyer <KBoyer@cityofpensacola.com>
Cc: Lance Scott <LScott@cityofpensacola.com>; Curtis, Al <Al.Curtis@hdrinc.com>; Kenny Emberton <KEmberton@cityofpensacola.com>; Kemp Wilson <kemp@barcisdc.com>
Subject: [EXTERNAL] RE: Execution of Contract for bid 26-006 Warehouse 5 Floor Rehab

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

Kevin, please see attached. Thanks.

BARCIS | DESIGN + CONSTRUCT

Max Davis
Principal, Procurement
PO Box 10, Gulf Breeze, FL 32562
100 North Spring St, 2nd Floor, Pensacola, FL 32502
www.BarcisDC.com

From: Kevin Boyer <KBoyer@cityofpensacola.com>
Sent: Friday, February 13, 2026 11:42 AM
To: Max Davis <max@barcisdc.com>
Cc: Lance Scott <LScott@cityofpensacola.com>; Curtis, Al <Al.Curtis@hdrinc.com>; Kenny Emberton <KEmberton@cityofpensacola.com>
Subject: Execution of Contract for bid 26-006 Warehouse 5 Floor Rehab

Max and Team,

Congratulations again on being awarded the contract for the Port of Pensacola Warehouse 5 Floor Rehabilitation Project. The Port of Pensacola appreciates your eagerness to partner with us on this important capital improvement and looks forward to working collaboratively to complete this vital infrastructure investment.

Attached, please find the executable contract. Pease sign and return it at your earliest convenience, and we will route it internally for final execution. We will be scheduling a pre-construction meeting with Port staff and our design team in the coming days to review final project logistics. As discussed, it would be helpful to begin preparing a preliminary construction schedule to have available for the pre-construction meeting.

Please feel free to reach out with any questions.

Again, congratulations on your successful bid, and thank you for your partnership with the Port of Pensacola. We look forward to working with you and your team.

Best regards,

- **Kevin**

William K. Boyer
Project Compliance Manager

Visit us at portofpensacola.com
700 S. Barracks St. Pensacola, FL 32502
Office: 850.436.5075 | Cell: 850.261.7476
kboyer@portofpensacola.com

Florida has a very broad public records law. As a result, any written communication created or received by the City of Pensacola officials and employees will be available to the public and media upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

THE PORT OF PENSACOLA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acentria Insurance - Pensacola 104 W Romana St. Pensacola FL 32502 License#: L100460	**CONTACT NAME:** Melissa Harris **PHONE (A/C, No, Ext):** 850-497-6510 **FAX (A/C, No):** 850-497-6515 **E-MAIL ADDRESS:** Melissa.Harris@acentria.com
INSURED Barcis Design + Construct, LLC 100 North Spring St. 2nd floor Pensacola FL 32502 BARCDES-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Accelerant Specialty Insurance Company 16890 **INSURER B :** Builders Mutual Insurance Company 10844 **INSURER C :** Progressive Express Insurance Company 10193 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1070408034 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			DACP0000304-01	6/4/2025	6/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			987717506	10/4/2025	10/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [X] CLAIMS-MADE [ ] DED [ ] RETENTION $			DACPX0000220-01	6/4/2025	6/4/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCP 1107318 00	9/5/2025	9/5/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is added as an additional insured with respect to the general liability and auto liability policies when required by written contract.

CERTIFICATE HOLDER

City of Pensacola
Department of Risk Management
PO Box 12910
Pensacola FL 32521

CANCELLATION 30 Day

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2026

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PRODUCER Acentria Insurance - Pensacola 104 W Romana St. Pensacola FL 32502 License#: L100460	**CONTACT NAME:** Melissa Harris **PHONE (A/C, No, Ext):** 850-497-6510 **FAX (A/C, No):** 850-497-6515 **E-MAIL ADDRESS:** Melissa.Harris@acentria.com
INSURED Barcis Design + Construct, LLC 100 North Spring St. 2nd floor Pensacola FL 32502 BARCDES-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Accelerant Specialty Insurance Company 16890 **INSURER B :** Builders Mutual Insurance Company 10844 **INSURER C :** Progressive Express Insurance Company 10193 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1075435086 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			DACP0000304-01	6/4/2025	6/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			987717506	10/4/2025	10/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [X] CLAIMS-MADE [ ] DED [ ] RETENTION $			DACPX0000220-01	6/4/2025	6/4/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCP 1107318 00	9/5/2025	9/5/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is added as an additional insured with respect to the general liability and auto liability policies when required by written contract.

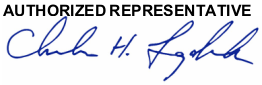
CERTIFICATE HOLDER

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee St
Tallahassee FL 32399-0405

CANCELLATION 30 Day

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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File #: 26-147 Agenda Conference 2/9/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 26-006 - PORT OF PENSACOLA WAREHOUSE 5 FLOOR REHABILITATION

RECOMMENDATION:

That City Council award Bid 26-005 for construction activities to Barcis Design and Construction LLC of Pensacola FL, the lowest and most responsible bidder with a base bid of $389,849.19. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goals #4: Resilient Waterfronts and Neighborhoods, and #7: Thriving Businesses and Innovation.

In 2022, the Port of Pensacola received $2,253,131 in Florida Department of Transportation (FDOT) funding for critical infrastructure repairs to all structural assets on its property as part of its Hurricane Sally recovery and resiliency efforts. To date, the majority of these funds have been used to support repairs to Warehouse 10 under the High Performance Maritime Center of Excellence development project, with total grant expenditures of $1,919,221.38.

The Port of Pensacola plans to apply the remaining FDOT funding to rehabilitate the flooring of Warehouse 5, which is currently operated by Pate Stevedores in support of GE Vernova and Timab cargo storage. In addition, the Port will contribute $194,924.60 in local reserve funds as the required match.

PRIOR ACTION:

February 10, 2022 — Council approved FDOT award 44554819402 (G2711) for $2,253,131.

FUNDING:

Budget:	$194,925	FDOT G2711 GRANT FUNDING
	$194,925	PORT RESERVES
	$389,850	TOTAL BUDGET (BASE BID FUNDED)
Actual:	$389,850	CONSTRUCTION — FLOOR REHABILITATION
	$389,850	TOTAL PROJECT COST

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds, with funds to be appropriated in the Port of Pensacola state grant (062010) and local match (060060) funding accounts. Adoption of the supplemental budget resolution will appropriate all required grant and local funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director
William Boyer, Project Compliance Manager

ATTACHMENTS:

1. Contract -Barcis
2. 26-006 Barcis
3. 26-006 NOI
4. 26-006 draft tab

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-619 City Council 7/16/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-22 — APPROPRIATION OF INSURANCE PROCEEDS AND REALLOCATION OF FUNDS FOR VICKREY CENTER FOR FLOOD DAMAGE

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-22.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

The City Council is being asked to adopt a supplemental budget resolution to recognize insurance proceeds in the amount of $163,123 from Liberty Mutual Insurance for flood damage to the Vickrey Center. Also, to approve the reallocation of funds within LOST from other non-operating capital equipment reserves to the Vickrey Center to cover the remaining flood damage costs.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the insurance proceeds in both the General Fund and the LOST IV Fund for the Vickrey Center as well as shift funding from Capital Equipment Reserves to the Vickrey Center in order to address the remaining flood damage costs.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-22
2. Supplemental Budget Explanation No. 2026-22

PRESENTATION: No

RESOLUTION
NO. 2026-22

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. GENERAL FUND

To:	Contributions and Donations	61,123
(1) FACILITIES		
As Reads:	OPERATING EXPENSES	1,962,268
Amended To Read:	OPERATING EXPENSES	2,023,391

A. LOCAL OPTION SALES TAX FUND

To:	Contributions and Donations	102,000
As Reads:	OPERATING EXPENSES	735,735
Amended To Read:	OPERATING EXPENSES	862,735
As Reads:	OTHER NON OPERATING	295,038
Amended To Read:	OTHER NON OPERATING	270,038

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

JULY 2026 - SUPPLEMENTAL BUDGET RESOLUTION - APPROPRIATE INSURANCE PROCEEDS & REALLOCATION OF FUNDS FOR VICKREY CENTER FOR FLOOD DAMAGE - NO. 2026-22

FUND	AMOUNT	DESCRIPTION
A. **GENERAL FUND**		
Estimated Revenues		
Contributions and Donations	61,123	Appropriate estimated Revenue - Insurance Proceeds for Vickrey Center Flood Damage
Total Revenues	61,123	
Appropriations		
(1) FACILITES		
Operating Expenses	61,123	Increase Appropriation for Operating Expenses - Repair & Maintenance - Vickrey Center Flood Damage
Total Appropriations	61,123	
B. LOCAL OPTION SALES TAX FUND		
Estimated Revenues		
Contributions and Donations	102,000	Appropriate estimated Revenue - Insurance Proceeds for Vickrey Center Flood
Total Revenues	102,000	
Appropriations		
Operating Expenses	127,000	Increase Appropriation for Operating Expenses - Repair & Maintenance - Vickrey Center Flood Damage
Other Non Operating	(25,000)	Decrease Appropriation for Other Non Operating
Total Appropriations	102,000	