



City of Pensacola

City Council

Agenda

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

July 17, 2025, 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 President Jared Moore

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 25-72 APPROVAL OF MINUTES: REGULAR MEETING DATED JUNE 12, 2025
Recommendation: That City Council approve regular meeting minutes dated June 12, 2025.
Sponsors: Jared Moore, Council President
Attachments: *Draft: Regular Meeting Dated 06.12.2025*

APPROVAL OF AGENDA

CONSENT AGENDA

2. 25-760 APPOINTMENTS - PLANNING BOARD
Recommendation: That City Council reappoint Danny Grundhoefer, Kurt Larson, Charletha Powell, Bianca Villegas, and Paul Ritz, and appoint Jordan Yee, one of whom is a Licensed Florida Architect, to the Planning Board for a term of two (2) years, expiring July 14, 2027.
Sponsors: Jared Moore, Council President
Attachments: *Member List*
Application of Interest - Danny Grundhoefer
Application of Interest - Kurt Larson
Application of Interest - Dr Charletha D Powell

Application of Interest - Paul Ritz
Resume - Paul Ritz
Application of Interest - Bianca Bain Villegas
Nomination Form - Jordan Yee
Application of Interest - Jordan Yee

3. 25-761 APPOINTMENT - ZONING BOARD OF ADJUSTMENT

Recommendation: That City Council reappoint Steven Shelley who is a resident or property owner of the City, to the Zoning Board of Adjustment for a term of three (3) years, expiring July 14, 2028.

Sponsors: Jared Moore, Council President

Attachments: *Member List*
Application of Interest - Steven Shelley

4. 25-938 APPOINTMENT - PARKS AND RECREATION BOARD

Recommendation: That City Council appoint Daniel Brask to the Parks and Recreation Board to fill an unexpired term of three (3) years, ending March 31, 2028.

Sponsors: Jared Moore, Council President

Attachments: *Member List*
Nomination Form - Daniel N Brask
Application of Interest - Daniel N Brask

5. 25-759 APPOINTMENT - PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE

Recommendation: That City Council appoint Melody Neal to the Pensacola Affordable Housing Advisory Committee for a term of three (3) years, expiring June 30, 2028.

Sponsors: Jared Moore, Council President

Attachments: *Member List*
Nomination Form - Melody Neal
Application of Interest - Melody Neal

6. 25-675 CITY OF PENSACOLA PUBLIC HOUSING AGENCY 2025-29 FIVE YEAR PLAN AND 2025-26 ANNUAL PLAN

Recommendation: That City Council approve the Public Housing Agency 2025-29 Five Year Plan and the 2025-26 Annual Plan for the Housing Choice Voucher program for submission to the U.S. Department of Housing and Urban Development. Further, that the 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.

Sponsors: DC Reeves, Mayor

Attachments: *PHA 2025-29 Five Year Plan and 2025-26 Annual Plan*

7. 25-873 CITY OF PENSACOLA COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED PLAN FOR 2025-2029 AND ANNUAL ACTION PLAN FOR 2025-2026

Recommendation: That City Council approve the Community Development Block Grant (CDBG) Consolidated Plan for 2025-2029 and Annual Action Plan for 2025-26 including the 2025-2026 CDBG proposed budget and activities summary for submission to the U.S. Department of Housing and Urban Development. Further, that City Council authorize the Mayor or designee to execute all documents related to the plans' submission and grant program administration, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *CDBG FY 25-26 Proposed Budget and Activities*
CDBG 2025-2030 Consolidated Plan & 2025-26 Annual Action Plan

8. 25-20 APPROVAL OF LEASE AGREEMENT WITH UNIVERSITY OF WEST FLORIDA HISTORIC TRUST FOR INSTALLATION OF PRE FABRICATED RESTROOM PORTLAND LOO

Recommendation: That City Council approve the lease agreement between the City of Pensacola and University of West Florida Historic Trust for the Portland Loo installation. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Lease 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: *Museum Plaza Lease Agreement - Signed*

9. 25-866 NINTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP (LOT 7 AT THE COMMUNITY MARITIME PARK)

Recommendation: That City Council approve and authorize the Mayor to execute the Ninth Addendum to the Parital Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties, LLP for the development of Parcel 7 of the Vince J.

Whibbs, Sr. Community Maritime Park, extending the agreement through December 31, 2025. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Ninth Addendum to Valencia Option Agreement for Lot 7 - partially executed*

10. 25-890 AWARD OF OMNIA CONTRACT #R250704 - CITY HALL ELEVATOR MODERNIZATION PROJECT

Recommendation: That City Council award the contract for City Hall Elevator Modernization to TKE Elevator Corporation of 2860 W Navy Blvd, Pensacola, FL 32505, the lowest and most responsible bidder with a base bid of \$891,990.00 plus a 5% contingency of \$44,599.50 for a total of \$936,589.50. 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.

Sponsors: DC Reeves, Mayor

Attachments: *Pensacola City Hall Elevator Modernization TKE Contract
TKE Brochure with technical specs*

11. 25-892 AWARD OF OMNIA CONTRACT #2025060501- BOILER REPLACEMENT FOR PENSACOLA LIBRARY

Recommendation: That City Council award a contract for Boiler Replacement at the Pensacola Library located at 239 North Spring Street to Engineered Cooling Services of Pensacola, Florida, from Omnia Contract #2025060501, in the amount of \$94,159.00. 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.

Sponsors: DC Reeves, Mayor

Attachments: *Condition assessment
Proposal and Technical Specs for Boiler Replacement*

12. 25-867 AWARD OF CONTRACT RFP NO. 25-030 - ALICE WILLIAMS LIBRARY RENOVATION

Recommendation: That City Council award a contract for RFP No. 25-030 Alice Williams Library Renovation to Sessions Contractors Group, Inc. per the terms of

their proposal. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer the contract through project completion, consistent with the contract and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *RFP 25-030 Submittal - Sessions Contractors Group Inc.*
RFP No. 25-030 - Alice Williams Library Renovation

13. 25-800 AWARD OF BID NO. 25-09 - STORMWATER PONDS MAINTENANCE CONTRACT

Recommendation: That City Council award Bid 25-009, Stormwater Ponds Maintenance contract to Big Orange Enterprises, LLC (dba Escape Landscaping and Lawn Care) of Pensacola, FL, the second lowest and most responsible bidder with a base bid of \$104,040. 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: *Bid Tabulation Sheet*
Contract for Big Orange Enterprises

14. 25-869 AMENDMENT NO. 2 MASTER REDEVELOPMENT AGREEMENT - SPRING STREETSCAPE PROJECT - GARDEN STREET TO ROMANA STREET

Recommendation: That City Council approve Amendment No. 2 to the Master Redevelopment Agreement for Spring Streetscape Project - Garden Street to Romana Street, with 200 West Garden, LLC and 97 Spring Condos, LLC as enumerated herein. Further, that the City Council authorize the Mayor to take the actions necessary to execute this amendment and administer the agreement, consistent with the terms of the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Teniade Broughton, Council Member

Attachments: *Amendment No. 2*

15. 25-752 AIRPORT AWARD OF CONTRACT RFP NO. 25-023 - JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES

Recommendation: That City Council approve the ranking of the selection committee and award a contract for RFP No. 25-023 for janitorial and specialized floor care services at Pensacola International Airport to Florida Cleaning

Systems, Inc. d/b/a FCS Facility Services. 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.

Sponsors: DC Reeves, Mayor

Attachments: *RFP-25023-Airport Janitorial Specialized Floor Care Services
RFP 25023 NOTICE OF INTENT TO AWARD
Florida Cleaning Systems Contract RFP 25023*

16. 25-854 PENSACOLA INTERNATIONAL AIRPORT CONSENT AND ESTOPPEL FOR PENSACOLA AVIATION CENTER, LLC

Recommendation: That City Council approve an Agreement of Ground Lessor between the City of Pensacola, Pensacola Aviation Center, LLC and ServisFirst Bank consenting to the collateral assignment of the Lease with Pensacola Aviation Center, LLC to ServisFirst Bank. 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: *Agreement of Ground Lessor*

17. 25-722 AWARD OF CONTRACT TO WINTERFEST OF PENSACOLA, INC DBA FIVE FLAGS TROLLEY COMPANY FOR RFP NO. 25-028 - TROLLEY TRANSIT SERVICES

Recommendation: That City Council approve the ranking of the selection committee and award a three-year Trolley Transit Services contract to Winterfest of Pensacola, Inc. dba. Five Flags Trolley Co. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer the contract, consistent with the terms of the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *RFP 25- 028 Bid Response Winterfest Trolley Company of Pensacola Inc. dba Five Flags Trolley Company
RFP 25-028 Bid Response LAZ Transportation Services
RFP 25-028 Notice of Intent to Award
Contract - RFP 25-028
RFP-25028 Trolley Services
Winterfest Five Flags Sunbiz & Samgov
Vendor Distribution List*

**18. 25-894 APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH CDAC -
INCREDIBLE YEARS PROGRAM AT WOODLAND HEIGHTS
RESOURCE CENTER**

Recommendation: That City Council approve the Memorandum of Understanding between the City of Pensacola Parks and Recreation Department and CDAC Behavioral Health, Inc. to host their Incredible Years Program at the Woodland Heights Resource Center. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Memorandum of Understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Memorandum of Understanding*

**19. 25-893 APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH CDAC -
PATTS PROGRAM AT FRICKER RESOURCE CENTER**

Recommendation: That City Council approve the Memorandum of Understanding between the City of Pensacola Parks and Recreation Department and CDAC Behavioral Health, Inc. to host their Peaceful Alternatives to Tough Situations (PATTS) Program at the Fricker Resource Center. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Memorandum of Understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Memorandum of Understanding*

**20. 25-889 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-
PRESIDENT ALLISON PATTON - DISTRICT 6**

Recommendation: That City Council approve funding of \$300 to Sisters Anointed to Lead Together, Inc. from the City Council Discretionary Funds for District 6.

Sponsors: Allison Patton, Council Vice President

Attachments: *None*

**21. 25-927 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER
DELARIAN WIGGINS - DISTRICT 7**

Recommendation: That City Council approve funding of \$600 to House of Hope Pensacola, Inc. from the City Council Discretionary Funds for District 7.

Sponsors: Delarian Wiggins, Council Member

Attachments: *None*

REGULAR AGENDA**22. 25-824 TENTATIVE MILLAGE RATE - FISCAL YEAR 2026**

Recommendation: That City Council set the tentative Fiscal Year 2026 millage rate for the City of Pensacola at 4.2895 mils and for the Downtown Improvement District at 2.0000 mils 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 2026 millage rates be held on September 3, 2025, at 5:30 p.m. in Council Chambers.

Sponsors: DC Reeves, Mayor

Attachments: *TRIM FY 26 Taxable Value Estimates*

23. 25-802 PUBLIC HEARING - PROPOSED AMENDMENT TO LAND DEVELOPMENT CODE - CHAPTER 12-9 - FLOODPLAIN MANAGEMENT

Recommendation: That City Council conduct a public hearing on July 17, 2025 to consider the proposed amendment to Chapter 12-9 of the City's Land Development Code pertaining to Floodplain Management.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 8-25
Business Impact Estimate*

24. 25-803 PROPOSED ORDINANCE NO. 8-25 - PROPOSED AMENDMENT TO LAND DEVELOPMENT CODE - CHAPTER 12-9 - FLOODPLAIN MANAGEMENT

Recommendation: That City Council approve Proposed Ordinance No. 8-25 on first reading.

AN ORDINANCE AMENDING THE CITY OF PENSACOLA LAND DEVELOPMENT CODE TO AMEND CHAPTER 12-9, FLOODPLAIN MANAGEMENT, TO ADOPT LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE AND TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; AMENDING SECTION 14-2-133 TO RELOCATE AND REFORMAT LOCAL AMENDMENTS RELATED TO FLOOD HAZARD AREAS, WHICH WILL NOW APPEAR IN CHAPTER 12-9, FLOODPLAIN MANAGEMENT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 8-25*

Business Impact Estimate

- 25.** 25-836 PUBLIC HEARING: FUTURE LAND USE MAP AND ZONING MAP AMENDMENT – RECENTLY ANNEXED PROPERTY - TWO PARCELS LOCATED AT THE 2400 BLOCK OF LANGLEY AVENUE

Recommendation: That City Council conduct a Public Hearing on July 17, 2025, to consider amending the City's Future Land Use Map and Zoning Map for the two parcels located at the 2400 Block of Langley Avenue, which were recently annexed into the City.

Sponsors: DC Reeves, Mayor

Attachments: *City Council Memo Dated 04.24.2025 - Voluntary Annexation Request*
DRAFT Planning Board Minutes Dated 06.10.2025
Proposed Ordinance No. 09-25 FLUM
Proposed Ordinance No. 9-25 FLUM - Business Impact Estimate
Proposed Ordinance No. 10-25 Zoning 2400 Langley Ave
Business Impact Estimate Zoning
2400 BLK Langley Avenue_Maps
Current FLU
Current Zoning
Proposed FLU
Proposed Zoning

- 26.** 25-837 PROPOSED ORDINANCE NO. 9-25 - FUTURE LAND USE MAP AND AMENDMENT – RECENTLY ANNEXED PROPERTY - TWO PARCELS LOCATED AT THE 2400 BLOCK OF LANGLEY AVENUE

Recommendation: That City Council approve Proposed Ordinance No. 9-25 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: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 9-25*
2400 BLK Langley Avenue Maps
Business Impact Estimate
Current FLU
Proposed FLU
DRAFT Planning Board Minutes Dated 06.10.2025
City Council Memo Dated 04.24.2025 - Voluntary Annexation

Request

- 27. 25-838** PROPOSED ORDINANCE NO. 10-25 - ZONING MAP AMENDMENT – RECENTLY ANNEXED PROPERTY - TWO PARCELS LOCATED AT THE 2400 BLOCK OF LANGLEY AVENUE

Recommendation: That City Council approve Proposed Ordinance No. 10-25 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; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 10-25
2400 BLK Langley Avenue Maps
Business Impact Estimate Zoning
City Council Memo Dated 04.24.2025 - Voluntary Annexation Request
Current Zoning
Proposed Zoning
DRAFT Planning Board Minutes Dated 06.10.2025*

- 28. 25-839** PUBLIC HEARING: FUTURE LAND USE MAP AND ZONING MAP AMENDMENT – RECENTLY ANNEXED PROPERTY - 3728 AND 3800 BLOCK CREIGHTON ROAD (O' RILEY'S UPTOWN TAVERN)

Recommendation: That City Council conduct a Public Hearing on July 17, 2025, to consider amending the City's Future Land Use Map and Zoning Map for the for 3728 and 3800 BLK Creighton Road, which were recently annexed into the City.

Sponsors: DC Reeves, Mayor

Attachments: *Warren Sonnen James-Oliver LLC Annexation Request Confirmation Dated 04.10.2025
City Council Memo Dated 05.22.2025 - Voluntary Annexation
DRAFT Planning Board Minutes Dated 06.10.2025
Proposed Ordinance No. 11-25 FLUM
Proposed Ordinance No. 11-25 FLUM Business Impact Estimate
Proposed Ordinance No. 12-25 Zoning
Ordinance No. 12-25 Zoning Business Impact Estimate
Creighton Road Maps
Current FLU*

Current Zoning
Proposed FLU
Proposed Zoning

- 29.** 25-840 PROPOSED ORDINANCE NO. 11-25 - FUTURE LAND USE MAP AND AMENDMENT – RECENTLY ANNEXED PROPERTY - 3728 AND 3800 BLOCK CREIGHTON ROAD (O' RILEY'S UPTOWN TAVERN)

Recommendation: That City Council approve Proposed Ordinance No. 11-25 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: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 11-25*
Creighton Road Maps
Business Impact Estimate
Warren Sonnen James-Oliver LLC Annexation Request Confirmation Dated 04.10.2025
City Council Memo Dated 05.22.2025 - Voluntary Annexation DRAFT Planning Board Minutes Dated 06.10.2025
Current FLU
Proposed FLU

- 30.** 25-841 PROPOSED ORDINANCE NO. 12-25 - ZONING MAP AMENDMENT – RECENTLY ANNEXED PROPERTY - 3728 AND 3800 BLOCK CREIGHTON ROAD (O' RILEY'S UPTOWN TAVERN)

Recommendation: That City Council approve Proposed Ordinance No. 12-25 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, PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 12-25*
Creighton Road Maps
Business Impact Estimate
Warren Sonnen James-Oliver LLC Annexation Request Confirmation Dated 04.10.2025

*City Council Memo Dated 05.22.2025 - Voluntary Annexation
DRAFT Planning Board Minutes Dated 06.10.2025
Current Zoning
Proposed Zoning*

- 31. 25-711** RESOLUTION NO. 2025-39 - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT NO. 435717-8 - CHANGING FUNDING FOR RUNWAY 8/26 REHABILITATION

Recommendation: That City Council adopt Resolution No. 2025-39.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT NO. 435717-8; PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Resolution No. 2025-39*

- 32. 25-807** SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-44 - PENSACOLA INTERNATIONAL AIRPORT RUNWAY 8-26 REHABILITATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-44.

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

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-44
Supplemental Budget Explanation No. 2025-44*

- 33. 25-806** AWARD OF BID NO. 25-029 - PENSACOLA INTERNATIONAL AIRPORT RUNWAY 8-26 REHABILITATION

Recommendation: That City Council award Bid No. 25-029 for Runway 8-26 Rehabilitation to Panhandle Grading & Paving, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$20,366,907.09 plus a 10% contingency of \$2,036,690.71 for a total of \$22,403,597.80. 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: *Tabulation of Bids*

*Final Vendor Reference List***34. 25-740** RESOLUTION NO. 2025-41 - EAST MAXWELL SIDEWALK LOCAL AGENCY PROGRAM AGREEMENT WITH FDOT

Recommendation: That City Council adopt Resolution No. 2025-41.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA; AUTHORIZING THE CITY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ACCEPT FUNDING FOR DESIGN OF A SIDEWALK ON EAST MAXWELL ST; PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *City Resolution No. 2025-41 - FDOT - East Maxwell Street
455241-1 City of Pensacola East Maxwell - Sidewalk LAP-DRAFT
Maxwell Street Location Map*

35. 25-782 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-43 - EAST MAXWELL SIDEWALK LOCAL AGENCY PROGRAM AGREEMENT WITH FDOT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-43.

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

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-43
Supplemental Budget Explanation No. 2025-43
City Resolution No. 2025-41 - FDOT - East Maxwell Street
455241-1 City of Pensacola East Maxwell - Sidewalk LAP-DRAFT
Maxwell Street Location Map*

36. 25-680 RESOLUTION NO. 2025-36 - PENSACOLA ENERGY - ESTABLISHING INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCINGS

Recommendation: That City Council adopt Resolution No. 2025-36.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCINGS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Resolution No. 2025-36*

- 37. 25-853** ACCEPTANCE OF PIPELINE HAZARDOUS MATERIALS SAFETY ADMINISTRATION - GRANT NO. 693JK32540107NGDI - NATURAL GAS PIPELINE REPLACEMENT

Recommendation: That City Council approve the acceptance of the Pipeline Hazardous Materials Safety Administration - Grant No. 693JK32540107NGDI for Natural Gas Pipeline Replacement in the amount of \$10,076,858. 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: *PHMSA Grant Agreement No.693JK32540107NGDI - Natural Gas Pipeline Replacement*

- 38. 25-862** SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-45 - PENSACOLA ENERGY - AWARD OF PIPELINE HAZARDOUS MATERIALS SAFETY ADMINISTRATION (PHMSA) GRANT NO. 693JK32540107NGDI - GRANT FOR NATURAL GAS PIPELINE REPLACEMENT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-45.

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

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-45*
Supplemental Budget Explanation No. 2025-45

- 39. 25-672** SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-35 - ACCEPTANCE OF FUNDS FROM AN INTERLOCAL COST-SHARING AGREEMENT BETWEEN THE CITY OF PENSACOLA AND EMERALD COAST UTILITIES AUTHORITY (ECUA) FOR THE MAIN STREET FLOODING AND ADAPTATION/BARRANCAS AVENUE DRAINAGE IMPROVEMENTS PROJECT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-35;

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

Sponsors: DC Reeves, Mayor

Attachments: *ECUA Interlocal*
Supplemental Budget Resolution No. 2025-35
Supplemental Budget Explanation No. 2025-35

40. 25-698 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-38 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-38.

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

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-38*
Supplemental Budget Explanation No. 2025-38
Letter of Certification re Resolution No. 2025-38

41. 25-947 RESOLUTION NO. 2025-46 - A RESOLUTION OPPOSING THE INCLUSION OF NEW OFFSHORE OIL AND GAS LEASING OFF THE COAST OF FLORIDA IN THE NATIONAL OUTER CONTINENTAL SHELF OIL AND GAS LEASING PROGRAM

Recommendation: That City Council adopt Resolution No. 2025-46:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, OPPOSING THE INCLUSION OF NEW OFFSHORE OIL AND GAS LEASING OFF THE COAST OF FLORIDA IN THE NATIONAL OUTER CONTINENTAL SHELF OIL AND GAS LEASING PROGRAM

Sponsors: Jennifer Brahier, Council Member

Attachments: *Resolution No. 2025-46*

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-72

City Council

7/17/2025

MINUTES

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED JUNE 12, 2025

ATTACHMENTS:

1. Draft: Regular Meeting Dated 06.12.2025



City of Pensacola

CITY COUNCIL

MINUTES

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

June 12, 2025

5:30 PM

Council Chambers, 1st Floor

ROLL CALL

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

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

Council Members Absent: None

Also Present: Mayor D.C. Reeves

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Delarian Wiggins

AWARDS

Mayor Reeves presented a proclamation to community representatives highlighting *June Alzheimer's and Brain Awareness Month*.

FIRST LEROY BOYD FORUM

Gloria Horning: Addressed Council regarding the *South DeVilliers Street Stormwater Study* which was presented during the June 9th Agenda Conference.

Sherri Myers: Addressed Council regarding issues related to fireworks and provided copies of a picture of debris left in Parker Circle Park last 4th of July. She urged Council to place signage in parks prohibiting the use of fireworks and referenced the City of Houston's ordinance.

APPROVAL OF MINUTES

1. 25-71 APPROVAL OF MINUTES: SPECIAL (SHADE) MEETING DATED MAY 22, 2025 AND REGULAR MEETING DATED MAY 22, 2025

Recommendation: That City Council approve special (shade) meeting minutes dated May 22, 2025, and regular meeting minutes dated May 22, 2025.

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

The motion passed by the following vote:

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

No: 0 None

APPROVAL OF AGENDA

Council President Moore referenced hardcopies at Council's places of two (2) add-on items:

ADD-ON: PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND EXPANSION

A motion to add-on was made by Council Member Bare and seconded by Council Vice President Patton.

The motion passed by the following vote:

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

No: 0 None

ADD-ON: SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-33 - PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND EXPANSION

A motion to add-on was made by Council Member Bare and seconded by Council Member Brahier.

The motion passed by the following vote:

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

No: 0 None

Council President Moore indicated he would entertain a motion to approve the agenda as amended.

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

The motion passed by the following vote:

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

No: 0 None

CONSENT AGENDA

2. 25-230 AMENDMENT TO THE ADMINISTRATIVE PLAN FOR THE PENSACOLA HOUSING DEPARTMENT HOUSING CHOICE VOUCHER PROGRAM

Recommendation: That City Council approve an amendment to the Administrative Plan for the Pensacola Housing Department Housing Choice Voucher Program.

3. 25-673 AWARD OF CONTRACT FOR RFQ NO. 25-027 - ADMINISTRATION SERVICES CONSULTANT FOR CDBG-DR HOMETOWN REVITALIZATION GRANTS

Recommendation: That City Council award a contract for RFQ 25-027 Administration Services Consultant for Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR), Rebuild Florida Hometown Revitalization Grant to Gouras & Associates, LLC of Ridgeland, Mississippi with the set rate sheet attached in their proposal. 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.

4. 25-710 APPROVAL FOR A 90-DAY EXTENSION TO THE LAND DONATION AGREEMENT WITH COMMUNITY LAND TRUST FOR AFFORDABLE HOUSING INFILL

Recommendation: That City Council authorize a 90-day extension to the July 18, 2025 deadline, through an amendment to the Land Donation Agreement with the

Northwest Florida Community Land Trust, dated July 18, 2024, related to the redevelopment of 2300 W. Jackson Street (Parcel ID# 000S009060020172) and Spring Street (Parcel ID# 000S009003001462), as well as the rehabilitation of 1491 N. E Street (Parcel ID# 000S009050016054), for the purpose of establishing long-term affordable housing. Further, that City Council authorize the Mayor to take the actions necessary to execute this amendment, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

5. 25-676 RESCENDING APPOINTMENTS - ESCAMBIA COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE

Recommendation: That City Council rescind its April 7, 2025 action approving Escambia County appointees to the Affordable Housing Advisory Committee (AHAC), effective July 1, 2025.

6. 25-657 APPOINTMENTS - PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE

Recommendation: That City Council appoint Keith Branch, George Ed Brown, Jr., Laura L. Gilmore, Percy L. Goodman, Deborah L. Mays, Paul Ritz, Crystal Scott, and Council Member Delarian Wiggins to the Pensacola Affordable Housing Advisory Committee for a term of three (3) years, expiring June 30, 2028.

7. 25-654 APPOINTMENT - PENSACOLA-ESCAMBIA DEVELOPMENT COMMISSION

Recommendation: That City Council reappoint Dr. Lusharon Wiley to the Pensacola-Escambia Development Commission for a term of two (2) years expiring June 30, 2027.

8. 25-655 APPOINTMENT - GENERAL PENSION BOARD

Recommendation: That City Council reappoint James M. Novota to the General Pension Board for a term of six (6) years, expiring June 30, 2031.

9. 25-720 MAYORAL APPOINTMENTS - DOWNTOWN IMPROVEMENT BOARD

Recommendation: That City Council affirm the Mayor's reappointment of Nathan Holler and appointment of Sara Papantonio to the Downtown Improvement Board

for a term of three (3) years, expiring June 30, 2028.

10. 25-729 APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE ARC GATEWAY INC.

Recommendation: That City Council approve the Memorandum of Understanding between the City of Pensacola Parks and Recreation Department and The ARC Gateway Inc. to host their Senior Services Program at the Bayview Senior Resource Center. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Memorandum of Understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

11. 25-728 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

Recommendation: That City Council approval funding of \$2500 for a traffic-calming project within District 2, specifically the Pineglades neighborhood, from the City Council Discretionary Funds for District 2.

12. 25-712 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$500 to Favor House of Northwest Florida from the City Council Discretionary Funds for District 6.

13. 25-699 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of \$250 to My Brothers and Sisters from the City Council Discretionary Funds for District 7.

A motion to approve consent agenda items 2, 3, 4, 5, 6 7, 8, 9, 10, 11, 12, and 13 was made by Council Member Brahier and seconded by Council Member Wiggins.

The motion passed by the following vote:

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

No: 0 None

REGULAR AGENDA

14. 25-715 SETTLEMENT AGREEMENT FOR PALAFOX MARINA HURRICANE SALLY LITIGATION

Recommendation: That City Council consider the proposed settlement agreement for approval. Further, if Council approves the settlement agreement, that it authorize the Mayor to execute and take those actions necessary to carry out the agreement, 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 Brahier and seconded by Council Member Jones.

City Attorney Cobb referenced the special meeting held in-the-shade on May 22nd regarding this litigation. Council Executive Kraher referenced hard copies of revised versions of Exhibit 1 to the Sixth Amendment to South Palafox Marina Lease Agreement and Exhibit A to the Settlement Agreement with minor revisions (on file with agenda materials).

There being no discussion, the vote was called.

The motion passed by the following vote:

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

No: 0 None

15. 25-653 PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TAXIWAY A7 & A/B INTERSECTION RECONFIGURATION PH II

Recommendation: That City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant for Taxiway A7 and A/B Intersection Reconfiguration in the estimated amount of \$1,459,435.00 with a \$162,159.00 local match requirement for a total grant value of \$1,621,594.00. 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.

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

The motion passed by the following vote:

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

**16. 25-660 PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION
ADMINISTRATION GRANT – RUNWAY 8-26 REHABILITATION**

Recommendation: That City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant for Runway 8-26 Rehabilitation Construction in the estimated amount of \$17,765,000 with a \$1,973,890.00 local match requirement for a total grant value of \$19,738,890. 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.

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

Airport Director Coughlin responded accordingly to questions from Council Member Bare.

There being no further discussion, the vote was called.

The motion passed by the following vote:

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

**17. 25-662 APPROVAL OF FUNDING ALLOCATION - CITY HALL LIGHTING
UPGRADE PROJECT**

Recommendation: That the City Council allocate funding for the upgrading of the lights at City Hall from the Energy Improvement and Efficiency project within in the Local Option Sales Tax Fund (LOST), and authorize the Mayor to take all necessary actions to execute and administer the associated agreements, consistent with the terms of the agreements, the City's purchasing policies, 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 Brahier.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade

Broughton, Casey Jones, Delarian Wiggins
No: 0 None

18. 25-717 DISPOSITION OF REAL PROPERTY - 100 NORTH F STREET

Recommendation: That City Council approve the disposition of real property located at 100 North F Street (Parcel Ref. No. 000S009080161022) via sale to Brian and Milly McGee for \$9,900 plus appropriate closing costs. Also, that City Council authorize the Mayor to take 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

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

The motion passed by the following vote:

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

19. 25-726 PROPOSED ORDINANCE NO. 7-25 - AMENDMENT TO CITY CODE SECTION 4-3-97 - FEES AND SURCHARGES

Recommendation: That City Council adopt Proposed Ordinance No. 7-25 on second reading:

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. **(Ordinance No. 9-25)**

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

Council Member Bare made comments.

There being no further discussion, the vote was called.

The motion passed by the following vote:

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

20. 25-721 AWARD OF CONTRACT - EMERALD COAST UTILITIES AUTHORITY

(ECUA) - RFP NO. 25-007 - MATERIALS RECOVERY FACILITY

Recommendation: That City Council award a contract for RFP No. 25-007 to Emerald Coast Utilities Authority (ECUA) for a \$115 base tipping fee per ton of recycled materials brought to their materials recovery facility which will be reduced by 85% of the value of City recyclables sold by ECUA. Further, that City Council authorize the Mayor's Office to take actions necessary to execute and administer the contract, consistent with the terms of the contract 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.

Some discussion took place with Mayor Reeves (sponsor) elaborating on the terms of the contract and Council Member Bare expressing his concerns.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

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

21. 25-670 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-34 - FRANK V. THE CITY OF PENSACOLA SETTLEMENT FUND BALANCE CARRY FORWARD

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-34.

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

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

Public input was heard from Sherri Myers.

Some discussion took place among Council with Finance Director Lovoy and City Attorney Cobb responding accordingly.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade

Broughton, Casey Jones, Delarian Wiggins
No: 0 None

22. 25-716 RESOLUTION NO. 2025-40 - JOINT SESSION BETWEEN THE PENSACOLA CITY COUNCIL, PENSACOLA MAYOR AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Recommendation: That City Council adopt Resolution No. 2025-40:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA; PRESCRIBING THE DATE, TIME AND LOCATION TO CONDUCT A JOINT SESSION OF THE PENSACOLA CITY COUNCIL AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS.

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

Brief discussion took place among Council regarding submission of subjects/items for the agenda. Council President Moore suggested Council Members work with Council Executive Kraher regarding agenda submissions. Mayor Reeves also provided input.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

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

23. 25-724 PROPOSED ORDINANCE 6-25 AMENDING ORD. NO. 31-14 TO PROVIDE THE EXTENSION OF WESTSIDE COMMUNITY REDEVELOPMENT TRUST FUND

Recommendation: That City Council adopt Proposed Ordinance No. 6-25 on second reading.

AN ORDINANCE AMENDING ORDINANCE NO. 31-14 TO PROVIDE FOR EXTENSION OF THE WESTSIDE REDEVELOPMENT TRUST FUND ESTABLISHED UNDER THE AUTHORITY OF CHAPTER 163, PART III; FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE. (**Ordinance No. 8-25**)

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

The motion passed by the following vote:

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

24. 25-725 PROPOSED ORDINANCE NO. 3-25 - VOLUNTARY ANNEXATION OF JAMES-OLIVER, LLC PROPERTY - 3728 CREIGHTON ROAD & 3800 BLK CREIGHTON ROAD

Recommendation: That City Council adopt Proposed Ordinance No. 3-25 on second reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE. (**Ordinance No. 6-25**)

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

The motion passed by the following vote:

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

25. 25-727 PROPOSED ORDINANCE NO. 5-25 - APPROVAL OF EASTSIDE CRA PLAN UPDATE, SPRING 2025

Recommendation: That City Council adopt Proposed Ordinance No. 5-25 on second reading.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE EASTSIDE COMMUNITY REDEVELOPMENT AREA; APPROVING THE 2025 UPDATE TO THE EASTSIDE COMMUNITY REDEVELOPMENT PLAN; RATIFYING AND CONFIRMING PRIOR LEGISLATIVE ACTIONS OF THE CITY IN FURTHERANCE OF SUCH REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE. (**Ordinance No. 7-25**)

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

The motion passed by the following vote:

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

26. 25-658 ADD-ON: PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND EXPANSION

Recommendation: That City Council approve the acceptance of the Federal Aviation Administration Airport Terminals Program ("ATP") Grant for Terminal Modernization and Expansion in the amount of \$4,000,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

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

Mayor Reeves (sponsor) thanked staff for their diligence in securing funding for this important expansion.

There being no discussion, the vote was called.

The motion passed by the following vote:

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

27. 25-659 ADD-ON: SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-33 - PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND EXPANSION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-33.

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

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

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade

Broughton, Casey Jones, Delarian Wiggins
No: 0 None

COUNCIL EXECUTIVE'S REPORT

None

MAYOR'S COMMUNICATION

Mayor Reeves addressed Council regarding past/upcoming events and initiatives.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Member Bare made comments regarding the invitation to the upcoming Dr. Martin Luther King, Jr. Parade (which was rescheduled from January to Juneteenth). Additionally, he made follow up remark regarding the *Settlement Agreement for Frank v. City of Pensacola*. City Attorney Cobb cautioned against commenting on on-going litigation. Council Member Bare continued expressing disappointment with how and when the governing body is apprised of active litigation.

Council Members Broughton and Patton made comments regarding upcoming Juneteenth events.

SECOND LEROY BOYD FORUM

Sherri Myers: Addressed Council regarding the high cost of utilities, referencing the City's utility tax and urging Council to lower the rate.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 6:47 P.M.

Adopted: _____

Approved: _____
Jared Moore, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-760

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

APPOINTMENTS - PLANNING BOARD

RECOMMENDATION:

That City Council reappoint Danny Grundhoefer, Kurt Larson, Charletha Powell, Bianca Villegas, and Paul Ritz, and appoint Jordan Yee, one of whom is a Licensed Florida Architect, to the Planning Board for a term of two (2) years, expiring July 14, 2027.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This Board advises the City Council concerning the preparation, adoption, and amendment of the Comprehensive Plan; reviews and recommends to Council ordinances designed to promote orderly development as set forth in the Comprehensive Plan; hears applications and submits recommendations to Council on the following land use matters: proposed zoning changes, proposed amendments to zoning ordinance, proposed subdivision plats, proposed street/alley vacations. The Board initiates studies on the location, conditions, and adequacy of specific facilities of the area, i.e. housing, parks, and public buildings. The Board schedules and conducts public meetings and hearings pertaining to land development.

The following have been nominated or are incumbents that wish to be considered for reappointment:

Nominee:

Nominated by:

Member

Danny Grundhoefer	Incumbent
Kurt Larson	Incumbent
Dr. Charletha Powell	Incumbent
Bianca Villegas	Incumbent
Jordan Yee	Moore

Licensed Florida Architect

Paul Ritz

Incumbent

PRIOR ACTION:

City Council makes appointments to the board every two years.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Application of Interest - Danny Grundhoefer
3. Application of Interest - Kurt Larson
4. Application of Interest - Dr Charletha D Powell
5. Application of Interest - Paul Ritz
6. Resume - Paul Ritz
7. Application of Interest - Bianca Bain Villegas
8. Nomination Form - Jordan Yee
9. Application of Interest - Jordan Yee

PRESENTATION: No

Planning Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Grundhoefer, Danny	Architect	Council	2	2025	7/14/2025	5/12/2016	2	
Larson, Kurt	Fire prevention	Council	6	2025	7/14/2025	6/23/2011	2	
Powell (Dr.), Charletha D.	Asst. School Administrator	Council	2	2025	7/14/2025	7/18/2019	2	
Ritz, Paul	Architect	Council	10	2025	7/14/2025	6/23/2005	2	
Sampson, Eladies P.		Council	2	2025	7/14/2025	7/18/2019	2	
Van Hoose, Myra		Council	1	2025	7/14/2025	6/17/2021	2	
Villegas, Bianca	Designer	Council	1	2025	7/14/2025	6/17/2021	2	

Term Length: TWO YEAR TERMS

COMPOSED OF SEVEN (7) MEMBERS APPOINTED BY CITY COUNCIL . ONE APPOINTEE SHALL BE A LICENSED FLORIDA ARCHITECT. ALL MEMBERS SHALL BE RESIDENTS OR PROPERTY OWNERS OF THE CITY.

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, June 3, 2025 5:14 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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

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

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

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

(Section Break)

Personal Information

Name	Daniel Grundhoefer
------	--------------------

Home Address	2020 East Maxwell St., Pensacola, FL 32503
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Business Address	400 West Romana St. Pensacola, FL 32502
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To which address do you prefer we send correspondence regarding this application?	Field not completed.
---	----------------------

Preferred Contact Phone Number(s)	8509829807
-----------------------------------	------------

Email Address	dgrundhoefer@ggarchitects.com
---------------	--

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 4

If yes, how long have you been a City resident? Pensacola 35 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Planning Board

Please list the reasons for your interest in this position: I wish to continue my volunteer service to the city as a planning board member.

Do you currently serve on a board? Yes

If yes, which board(s)? Planning 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? N/A

(Section Break)

Diversity

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

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

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, June 4, 2025 6:08 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

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(Section Break)

Personal Information

Name	Kurt Larson
Home Address	2225 Inverness Drive Pensacola, FL 32503

Business Address	<i>Field not completed.</i>
------------------	-----------------------------

To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	850-469-9063
-----------------------------------	--------------

Email Address	kurt@fire-help.org
---------------	--

Upload Resume (optional)	<i>Field not completed.</i>
-----------------------------	-----------------------------

(Section Break)

Details

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

If yes, which district?	3
-------------------------	---

If yes, how long have you been a City resident?	27
---	----

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

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

Board(s) of interest:	Planning Board
-----------------------	----------------

Please list the reasons for your interest in this position:	I believe we have made great strides in the City over the last dozen or so years. I would like to continue that work and that of the revision of the Land Development Code which is in progress.
---	---

Do you currently serve on a board?	Yes
---------------------------------------	-----

If yes, which board(s)?	Planning Board
-------------------------	----------------

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

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

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

(Section Break)

Diversity

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

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

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, June 3, 2025 9:10 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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(Section Break)

Personal Information

Name	Dr. Charletha D. Powell
------	-------------------------

Home Address	616A West Intendencia Street
--------------	------------------------------

Business Address	Field not completed.
------------------	----------------------

To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	8505296778
-----------------------------------	------------

Email Address	Charletha.d.powell@gmail.com
---------------	--

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 7

If yes, how long have you been a City resident? 11

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: City of Pensacola Planning Board

Please list the reasons for your interest in this position: I have been a board member for 2 terms. I would like to continuing using my experience and expertise to positively impact the progress of the city.

Do you currently serve on a board? Yes

If yes, which board(s)? City of Pensacola Planning Board

Do you currently hold a public office? No

If so, what office? NA

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

(Section Break)

Diversity

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

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

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, June 4, 2025 5:06 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Paul Ritz
Home Address	1310 E Gonzalez St Pensacola, FL 32501
Business Address	40 S. Palafox, Suite 201 Pensacola, FL 32502
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8502069494
Email Address	pritz@dagarchitects.com

Upload Resume (optional) [Paul_Ritz_Resume.pdf](#)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 27+ Years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Pensacola Planning Board

Please list the reasons for your interest in this position: I would like to continue my service to the Citizens of Pensacola by serving on the Planning Board. I believe Pensacola has been and will continue to move forward. I appreciate the chance to do this.

Do you currently serve on a board? Yes

If yes, which board(s)? Affordable Housing Advisory Committee, Planning Council

Do you currently hold a public office? No

If so, what office? *Field not completed.*

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

(Section Break)

Diversity

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

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

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

PAUL RITZ, RA, CGC, LEED AP BD+C

ARCHITECT CONTRACTOR

Education:	Master of Construction Management, 2017, Florida International University Bachelor of Architecture, 1991, University of Detroit		
Registrations:	Architect: Florida # 15571, Alabama # 5188; NCARB #55349; LEED Accredited Professional, 10380286 BD+C; State of Florida Certified General Contractor License # CGC 1505798		
Affiliations:	City of Pensacola Planning Council Affordable Housing Advisory Committee Mentor - Science Olympiad for Sacred Heart School, Pensacola		
Career Years:	Began architectural career in January 1992 in Pensacola, Florida.		
Honor Societies:	ΦΚΦ	Phi Kappa Phi	Academic Honor Society (2017)
	ΣΛΧ	Sigma Lambda Chi	International Construction Honor Society (2016)
	ΑΣΝ	Alpha Sigma Nu	Honor Society of Jesuit Colleges & Universities (1990)
	ΤΣΔ	Tau Sigma Delta	Honor Society in Art & Architecture (1990)
Employment History:	2020 - Present - DAG Architects, Pensacola, FL 2003 – 2020 – Bullock Tice Associates, Inc., Pensacola, FL 1992-2003 Caldwell Associates Architects, Inc., Pensacola, FL		
Experience:	Paul Ritz has over 30 years of architectural design experience in projects ranging from \$100,000 to \$40 million. He has managed a variety of projects through schematic design, design development, cost estimating, construction documents, and contract administration. He is also a licensed contractor in the State of Florida.		
Project Locations:			

Paul has completed projects as the Architect of Record in Florida and Alabama

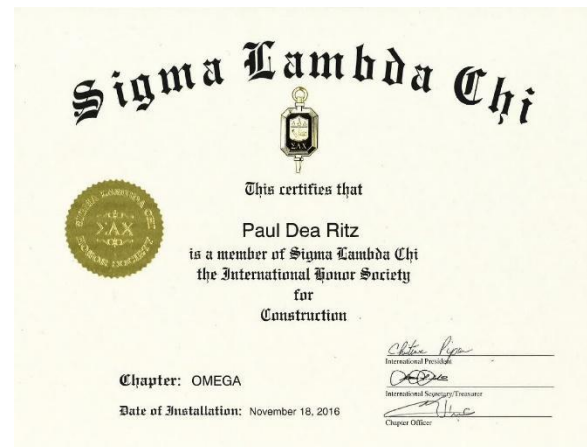
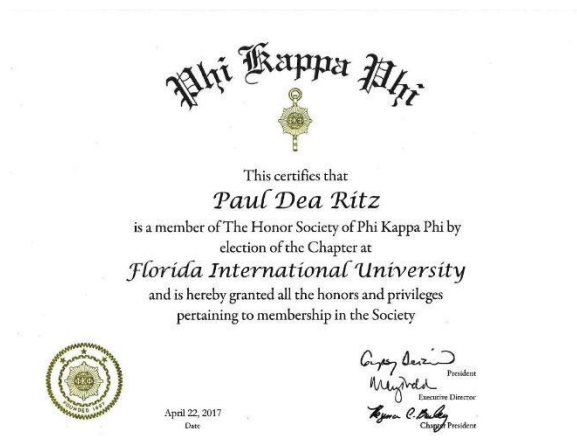
Paul has also completed projects as Project Manager in Georgia, South Carolina, and Mississippi

Paul has completed OCONUS projects for the United States Government in Guantanamo Bay, Cuba; Palanquero, Colombia; Caracas, Venezuela; Misawa, Japan; Camp Lemonier, Djibouti.

Personal Note:

I am thankful that the Pensacola City Council has placed their trust in me to serve on the Pensacola Planning Board for several years. As Chairman in the previous term, I have worked to maintain orderly and beneficial meetings engaging the interests of all persons who come before the Board. My goal has been to provide all people with the chance to present their ideas and be heard. The result is deliberation and a decision that favors the citizens of Pensacola and the lifestyle we have here.

I believe Pensacola has had positive growth in the recent past. I am glad to have been a small part in the progressive momentum of this City. I ask for your continued support as a member of the Planning Board, and I will endeavor to keep Pensacola's evolving progress moving forward.



Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, June 3, 2025 7:57 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Bianca Bain Villegas
------	----------------------

Home Address	623 N Barcelona Street
--------------	------------------------

Business Address	Field not completed.
------------------	----------------------

To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	3013001980
-----------------------------------	------------

Email Address	biancabainvillegas@gmail.com
---------------	--

Upload Resume (optional)	<i>Field not completed.</i>
-----------------------------	-----------------------------

(Section Break)

Details

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

If yes, which district?	6
-------------------------	---

If yes, how long have you been a City resident?	8 years
---	---------

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

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

Board(s) of interest:	Planning Board
-----------------------	----------------

Please list the reasons for your interest in this position:	I have currently served two terms on the Board and continue to feel a sense of responsibility to represent the people of Pensacola in an unbiased way. As we are currently in the rework of our LDC, I would like the opportunity, at minimum, to complete the process as a member of the Board.
---	--

Do you currently serve on a board?	Yes
------------------------------------	-----

If yes, which board(s)?	Planning Board
-------------------------	----------------

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

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

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

(Section Break)

Diversity

In order to encourage diversity in selections of members of government

committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Female
--------	--------

Race	Other
------	-------

Physically Disabled	No
---------------------	----

(Section Break)

Acknowledgement of Terms	I accept these terms.
--------------------------	-----------------------

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CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Jordan Yee
(Nominee)

1904 E Leonard St
Pensacola, FL 32503

(Home Address)

(Phone)

8 N Coyle St
Pensacola, FL 32502

(Business Address)

850-380-8020

(Phone)

jyee@longleafdesignbuild.com

(Email Address)

City Resident: YES NO

Property Owner within the City: YES NO

for appointment by the City Council for the position of:

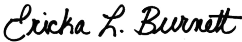
***MEMBER
PLANNING BOARD
(Two-year term expiring 7/14/2027)***

Provide a brief description of nominee's qualifications:

See attached application of interest.


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: Tuesday, June 17, 2025 4:22 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Jordan Yee
Home Address	1904 E Leonard St Pensacola, FL 32503
Business Address	8 N Coyle St Pensacola, FL 32502
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	850-380-8020
Email Address	jyee@longleafdesignbuild.com

Upload Resume (optional)	<i>Field not completed.</i>
-----------------------------	-----------------------------

(Section Break)

Details

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

If yes, which district?	4
-------------------------	---

If yes, how long have you been a City resident?	40 years
---	----------

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

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

Board(s) of interest:	Planning Board
-----------------------	----------------

Please list the reasons for your interest in this position:	I have served on the ARB for nearly 5 years and would liket to continue my service to our community in a new capacity.
---	--

Do you currently serve on a board?	Yes
------------------------------------	-----

If yes, which board(s)?	ARB
-------------------------	-----

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

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

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

(Section Break)

Diversity

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

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

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-761

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

APPOINTMENT - ZONING BOARD OF ADJUSTMENT

RECOMMENDATION:

That City Council reappoint Steven Shelley who is a resident or property owner of the City, to the Zoning Board of Adjustment for a term of three (3) years, expiring July 14, 2028.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The board reviews and grants or denies applications for variances, waivers, and special exceptions to the Land Development Code. The board also hears and decides appeals when it is alleged that there is error in any order, requirement, decision, or determination made by an administrative officer in the enforcement of the Land Development Code.

The following is an incumbent that would like to be considered for reappointment:

Nominated:	Nominated by:
Steven Shelley	Incumbent

PRIOR ACTION:

City Council makes appointments to this board annually.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Application of Interest - Steven Shelley

PRESENTATION: No

Zoning Board of Adjustment

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Chandler, Nannette	Building Contractor	Council	0	2025	7/14/2026	4/10/2025	3	
Dittmar, John "Drew" A.	Educator Const Trades	Council	0	2025	7/14/2025	8/18/2022	3	
Price, Kirwan B.		Council	0	2025	7/14/2026	7/20/2023	3	
Sebold, Steven	Real Estate	Council	2	2025	7/14/2027	7/19/2018	3	
Shelley, Steven M.	Business owner	Council	3	2025	7/14/2025	11/17/2016	3	
Stepherson, Troy	Office & Mkting Mgr	Council	2	2025	7/14/2027	7/13/2017	3	
Weeks, William	Retired Bldg Official	Council	1	2025	7/14/2027	6/14/2021	3	
White, Boyce T.	Business	Council	3	2025	7/14/2026	7/17/2014	3	
Williams, Robby	Project Manager/Constr	Council	4	2025	7/14/2025	7/17/2014	3	

Term Length: THREE YEAR TERMS

NINE (9) MEMBERS APPOINTED BY THE CITY COUNCIL. NO MEMBER SHALL BE AN ELECTED OFFICIAL OR EMPLOYEE OF THE CITY. MEMBERS MUST BE RESIDENTS OR PROPERTY OWNERS OF THE CITY OF PENSACOLA.

Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, June 9, 2025 2:35 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Steven Shelley
Home Address	1273 E Avery St Pensacola FL 32503
Business Address	1273 E Avery St Pensacola FL 32503
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-341-1600
Email Address	smspensacola@gmail.com

Upload Resume (optional)	<i>Field not completed.</i>
-----------------------------	-----------------------------

(Section Break)

Details

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

If yes, which district?	<i>Field not completed.</i>
-------------------------	-----------------------------

If yes, how long have you been a City resident?	59 years
---	----------

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

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

Board(s) of interest:	Zoning Board
-----------------------	--------------

Please list the reasons for your interest in this position:	Community support
---	-------------------

Do you currently serve on a board?	Yes
------------------------------------	-----

If yes, which board(s)?	Zoning Board
-------------------------	--------------

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

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

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

(Section Break)

Diversity

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-938

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

APPOINTMENT - PARKS AND RECREATION BOARD

RECOMMENDATION:

That City Council appoint Daniel Brask to the Parks and Recreation Board to fill an unexpired term of three (3) years, ending March 31, 2028.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The following has been nominated:

Nominee: Daniel N. Brask
Nominated by: Moore

PRIOR ACTION:

March 27, 2025 - City Council appointed four members to the board for a term of three years, expiring March 31, 2028.

FUNDING:

None.

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Nomination Form - Daniel N Brask
3. Application of Interest - Daniel N Brask

PRESENTATION: No

Parks and Recreation Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Blankenship, Michael	Youth Coach	Council	0	2025	3/31/2027	3/21/2024	3	
Boes, Bradley	Mortgages/Loans	Council	0	2025	3/31/2026	11/14/2024	3	
Borden, Renee	Realtor	Council	1	2025	3/31/2026	4/8/2021	3	
Brown, Kristin L.	Business Dev./Sales	Council	0	2025	3/31/2028	3/23/2023	3	
Lewis, Suzanne	Ret from National Park Sv	Council	0	2025	3/31/2027	3/21/2024	3	
Lewis-Brown, Shirley		Council	0	2025	3/31/2028	3/27/2025	3	
Price, Kirwan B.		Council	0	2025	3/31/2027	3/21/2024	3	
Roper, Justine Williams	Bus. Owner/PT/Wellness	Council	0	2025	3/31/2028	11/14/2024	3	
VACANT, VACANT		Council	0	2025	3/31/2028	3/27/2025	3	

Term Length: THREE YEAR TERMS

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

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

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Dan Brask
(Nominee)

1120 E Brainerd St
(Home Address) (Phone)

(850)390-3619
(Business Address) (Phone)

Dnbrask@yahoo.com City Resident: YES NO
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
PARKS & RECREATION BOARD
(Unexpired three-year term ending 3/31/2028)

Provide a brief description of nominee's qualifications:

Jared Moore
City Council Member or Mayor

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

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Saturday, June 28, 2025 4:34 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Daniel N Brask
Home Address	1120 E Brainerd St.
Business Address	Field not completed.
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-390-3619
Email Address	dnbrask@yahoo.com

Upload Resume (optional)	<i>Field not completed.</i>
-----------------------------	-----------------------------

(Section Break)

Details

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

If yes, which district?	6
-------------------------	---

If yes, how long have you been a City resident?	22 years
---	----------

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

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

Board(s) of interest:	Parks and Recreation Board
-----------------------	----------------------------

Please list the reasons for your interest in this position:	I want to become more involved in the city of Pensacola community and see this as an opportunity to do that.
---	---

Do you currently serve on a board?	No
---------------------------------------	----

If yes, which board(s)?	<i>Field not completed.</i>
-------------------------	-----------------------------

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

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

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

(Section Break)

Diversity

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

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

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-759

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

APPOINTMENT - PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE

RECOMMENDATION:

That City Council appoint Melody Neal to the Pensacola Affordable Housing Advisory Committee for a term of three (3) years, expiring 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

Melody Neal Moore

PRIOR ACTION:

June 12, 2025 - City Council appointed eight members to the Pensacola Affordable Housing Advisory Committee.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Nomination Form - Melody Neal
3. Application of Interest - Melody Neal

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	2025	6/30/2028	6/12/2025	3	
Brown, Jr, George Ed	At Large	Council	0	2025	6/30/2028	6/12/2025	3	
Gilmore, Laura L.	Banking or Mortgage	Council	0	2025	6/30/2025	6/12/2025	3	
Goodman, Percy L.	Not for profit provider	Council	0	2025	6/30/2028	6/12/2025	3	
Mays, Deborah L.	Real estate professional	Council	0	2025	6/30/2028	6/12/2025	3	
Ritz, Paul	Planning Board Rep	Council	0	2025	6/30/2028	6/12/2025	3	
Scott, Crystal	Adv/low income persons	Council	0	2025	6/30/2028	6/12/2025	3	
Wiggins, Delarian	Council Member Rep	Council	0	2025	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 City Council, six (6) representatives from any six of the categories below, and two (2) additional representatives appointed at the discretion of City Council, regardless of whether 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 in the local housing assistance plan.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Melody Neal
(Nominee)

4311 Bayou Blvd.
Apt J107, Pensacola 32503

(Home Address)

(Phone)

8504070278

(Business Address)

(Phone)

neal.melody@icloud.com

(Email Address)

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

for appointment by the City Council for the position of:

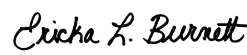
***A CITIZEN WHO RESIDES WITHIN THE JURISDICTION OF THE LOCAL GOVERNING BODY MAKING
THE APPOINTMENTS
PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE
(Three-year term expiring 6/30/2028)***

Provide a brief description of nominee's qualifications:

See attached application of interest.


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: Tuesday, June 3, 2025 3:54 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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

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

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

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

(Section Break)

Personal Information

Name	Melody Neal
------	-------------

Home Address	4311 Bayou Blvd. Apt J107 Pensacola, 32503
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Business Address	Field not completed.
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To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	8504070278
-----------------------------------	------------

Email Address	neal.melody@icloud.com
---------------	--

Upload Resume (optional)	Field not completed.
--------------------------	----------------------

(Section Break)

Details

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

If yes, which district?	Field not completed.
-------------------------	----------------------

If yes, how long have you been a City resident?	4 years
---	---------

Do you own property within the City limits?	No
---	----

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

Board(s) of interest:	Affordable Housing Advisory Committee
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Please list the reasons for your interest in this position:	I had been recently placed in the now dissolved AHAC and would like the opportunity to continue this position. I will be graduating from PSC at the end of the summer with honors and will be continuing my education at UWF majoring in social work and minoring in psychology. I am also currently the secretary of the Robinson Honors Program. I also receive rental assistance through the Section 8 program and am on the Ticket to Work program through workforce development. I feel like I have unique perspectives that many people do not have the opportunity to take advantage of. I also have a firsthand knowledge of how the system works and would love the opportunity to continue to serve to help Pensacola evolve into the future.
---	---

Do you currently serve on a board?	Yes
------------------------------------	-----

If yes, which board(s)?	AHAC
-------------------------	------

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

If so, what office?	Field not completed.
---------------------	----------------------

Would you be willing to resign your current	N/A
---	-----

office for the
appointment you now
seek?

(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
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Race	Caucasian
------	-----------

Physically Disabled	Yes
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(Section Break)

Acknowledgement of Terms	I accept these terms.
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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-675

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

CITY OF PENSACOLA PUBLIC HOUSING AGENCY 2025-29 FIVE YEAR PLAN AND 2025-26 ANNUAL PLAN

RECOMMENDATION:

That City Council approve the Public Housing Agency 2025-29 Five Year Plan and the 2025-26 Annual Plan for the Housing Choice Voucher program for submission to the U.S. Department of Housing and Urban Development. Further, that the 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.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The City of Pensacola Housing Department, as a public housing agency (PHA), is required by the U.S. Department of Housing and Urban Development (HUD) to submit an Annual Plan and Five Year Plan stating the PHA's mission, goals, and objectives for serving the needs of low income community members. The PHA Plan process is outlined in Section 5A of the United States Housing Act of 1937, as amended. As a public housing authority with only tenant-based vouchers, the Housing Department is able to submit a streamlined plan to HUD annually for its Annual Plan. Input for the Plans was submitted from the Resident Advisory Board, which consists of all current voucher holders, as well as general public input. Comments received were considered in plan preparation.

The Plans must be approved by the governing board of the PHA, with Certifications of Compliance to be signed by the authorized official. The approved Plans and Certifications must be submitted to HUD by July 18, 2025. The Five Year Plan will cover the fiscal years from October 1, 2025 through September 30, 2030, with the Annual Plan covering fiscal year October 1, 2025 through September 30, 2026.

PRIOR ACTION:

June 13, 2024 - City Council approved the PHA 2024-25 Annual Plan

September 24, 2020 - City Council approved the PHA 2020-25 Five Year Plan and 2020-21 Annual Plan

FUNDING:

Not applicable.

FINANCIAL IMPACT:

Submission of the Five Year and Annual Plans is required for continued receipt of Housing Choice Voucher program funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Tim Kinsella, City Administrator

Meredith Reeves, Housing Administrator

ATTACHMENTS:

1. PHA 2025-29 Five Year Plan and 2025-26 Annual Plan

PRESENTATION: No

5-Year PHA Plan (for All PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The **Form HUD-50075-5Y** is to be completed once every 5 PHA fiscal years by all PHAs.

A.	PHA Information.														
A.1	PHA Name: <u>CITY OF PENSACOLA HOUSING DEPARTMENT</u> PHA Code: <u>FL092</u> PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>10/2025</u> The Five-Year Period of the Plan (i.e. 2019-2023): <u>2025-2029</u> PHA Plan Submission Type: ☒ 5-Year Plan Submission ☐ Revised 5-Year Plan Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. The public may obtain copies of the 5 Year Plan, the Annual Plan, and supporting documents at the Housing Department administrative offices at 420 W. Chase Street, Pensacola, FL 32502. Copies are posted to the City of Pensacola Housing website at https://www.cityofpensacola.com/198/Plans-Reports where other PHA policies including the Administrative Plan are also publicly available. Electronic copies are available upon request and may be requested via phone at 850-858-0350. The 45 day public comment period commenced Monday, March 17, 2025 and concluded Friday, May 23, 2025. All HCV participants are designated as members of the Resident Advisory Board (RAB). A letter was sent to all RAB members in inviting participation in a survey related to the planning process, providing for notice of the May 12 public hearing, and advising of the online availability of the plan. ☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below.) <table><tr><th rowspan="2">Participating PHAs</th><th rowspan="2">PHA Code</th><th rowspan="2">Program(s) in the Consortia</th><th rowspan="2">Program(s) not in the Consortia</th><th colspan="2">No. of Units in Each Program</th></tr><tr><th>PH</th><th>HCV</th></tr><tr><td>Lead PHA:</td><td></td><td></td><td></td><td></td><td></td></tr></table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:					
Participating PHAs	PHA Code					Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program							
		PH	HCV												
Lead PHA:															
B.	Plan Elements. Required for <u>all</u> PHAs completing this form.														
B.1	Mission. State the PHA’s mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA’s jurisdiction for the next five years. <i>To mission of the City of Pensacola PHA is to provide low income Escambia County residents with safe, decent, sanitary, and affordable housing; support partnerships with public and private entities that promote resident self-sufficiency and quality of life; and provide efficient and compliant management of grant resources.</i>														

B.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years. SEE ATTACHMENT
B.3	Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. SEE ATTACHMENT
B.4	Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities, objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. The City Housing Department will comply with the Violence Against Women Act (VAWA) which provides protections for victims of domestic violence, dating violence, sexual assault or stalking regardless of sex, gender identity, or sexual orientation as required law to prevent them from losing HUD assisted housing or being denied housing assistance as a result of the abuse from which they were a victim. The City has incorporated VAWA regulations into its administrative plan which provides guidelines related to admissions, program continuation and emergency transfers, and termination processes when an applicant or participant is a victim of domestic violence. The Housing Department's policies related to VAWA protections are outlined in section 3.4 of its administrative plan and is provided on our webpage.
C.	Other Document and/or Certification Requirements.
C.1	Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. A significant amendment or modification to the Five Year Plan is a change in policy that significantly and materially alters the City Housing Department HCV program policies or goals, such as: • Modifications to Admissions Policies • Modifications to organization of the Waiting List • An Increase in the Minimum Total Tenant Rent payment An exception to this definition may be made for any of the above that are adopted to reflect changes in HUD regulatory requirements or as a result of a declared emergency.
C.2	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the 5-Year PHA Plan? Y N ☒ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. SEE ATTACHMENT
C.3	Certification by State or Local Officials. Form HUD-50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.

C.4	Required Submission for HUD FO Review. (a) Did the public challenge any elements of the Plan? Y N ☐ ☒ (b) If yes, include Challenged Elements.
D.	Affirmatively Furthering Fair Housing (AFFH).

D.1	Affirmatively Furthering Fair Housing. (Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.) Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item. Fair Housing Goal: <i>Not applicable per the AFFH interim final rule. The City of Pensacola is voluntarily participating with Escambia County in an Analysis of Impediments to Fair Housing projected to be completed in late summer or early fall 2025.</i> <u>Describe fair housing strategies and actions to achieve the goal</u> Fair Housing Goal: <u>Describe fair housing strategies and actions to achieve the goal</u> Fair Housing Goal: <u>Describe fair housing strategies and actions to achieve the goal</u>
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Instructions for Preparation of Form HUD-50075-5Y - 5-Year PHA Plan for All PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR § 903.4)

- A.1** Include the full PHA Name, PHA Code, PHA Fiscal Year Beginning (MM/YYYY), Five-Year Period that the Plan covers, i.e. 2019-2023, PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

B. Plan Elements.

- B.1 Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. (24 CFR § 903.6(a)(1))
- B.2 Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. (24 CFR § 903.6(b)(1))
- B.3 Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5- Year Plan. (24 CFR § 903.6(b)(2))
- B.4 Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. (24 CFR § 903.6(a)(3)).

C. Other Document and/or Certification Requirements.

C.1 Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32, REV 2.

C.2 Resident Advisory Board (RAB) comments.

- (a) Did the public or RAB have comments?
- (b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR § 903.17(b), 24 CFR § 903.19)

C.3 Certification by State or Local Officials.

[Form HUD-50077-SL](#), *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.

C.4 Required Submission for HUD FO Review.

Challenged Elements.

- (a) Did the public challenge any elements of the Plan?
- (b) If yes, include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

D. Affirmatively Furthering Fair Housing.

(Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.)

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing" Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D.; nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average 1.64 hours per year per response or 8.2 hours per response every five years, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

City of Pensacola Housing Department PHA Five Year Plan for 2025-2025 Attachment

B2. Goals and Objectives

GOAL 1: Increase the availability of decent, safe and affordable housing

- Apply for additional rental vouchers when available
- Leverage private and/or public funds to create additional housing opportunities
- Encourage owners and landlords to participate in the HCV program

GOAL 2: Improve the quality of assisted housing

- Migration from Housing Quality Standards (HQS) to National Standards for the Physical Inspection of Real Estate (NSPIRE)
- Implementation of Housing Opportunity Through Modernization Act (HOTMA)
- Maintain high standards in the management of the voucher program, to include high performing or standard SEMAP scores, quality customer service to landlords and participants, and regular staff training on program regulations and policies

GOAL 3: Promote self sufficiency and asset development for families and individuals

- Continue to provide homebuyer opportunities available from the City Pensacola as well as other partner agencies such as Escambia County, Pensacola Habitat for Humanity, and other entities.
- Connect participants to financial education, job training, or other educational opportunities available through the City and other public or private entities

B3. Progress Report

GOAL 1: Increase the availability of decent, safe and affordable housing

- APPLY FOR ADDITIONAL VOUCHERS:

In 2021, the City Housing Department secured 35 Emergency Housing Vouchers (EHVs) for homeless households, and was successful in full lease up of all these special vouchers. In 2022, we applied for and were awarded 13 additional HCVs in response to HCV Notice PIH 2022-14. A registration of interest was submitted to HUD in October 2022 for Stability Vouchers to serve homeless households in coordination with Opening Doors Northwest Florida, but our office was not awarded. The Department has discussed application to HUD for additional VASH vouchers with the local VA, but elected not to move forward given VA staffing and VASH utilization. City Council amended the PHA Administrative Plan in September 2023 to allow for special vouchers under the Foster Youth to Independence program, but to date we have been unable to secure a partnership with a local PCWA that will provide the required case management and support services. The Housing Department is continuing conversations with youth agencies in hopes of finding a partnership to serve this special population. Additionally, in 2025 Housing staff spent time working with the Escambia County School Board and other agencies exploring the possibility of application to the

State of Florida for a special allocation of HOME Tenant Based Rental Assistance (TBRA) for homeless schoolchildren; the School Board elected not to participate at this time, which is a grant application requirement.

- LEVERAGE PRIVATE AND/OR PUBLIC FUNDS TO CREATE ADDITIONAL HOUSING OPPORTUNITIES

The City of Pensacola has committed municipally owned property for the construction of owner-occupied housing, which is currently underway in partnership with a local community land trust.

In 2022, the City executed an interlocal agreement with Escambia County Housing Finance Authority to partner on financial contributions for multifamily rental development to State Apartment Incentive Loan (SAIL)/4% Housing Tax Credits to the state. The agreement has been amended twice to continue this partnership.

The City Housing office utilizes a myriad of grant programs such as the State Housing Initiatives Partnership (SHIP) program, Community Development Block Grant (CDBG) Program, HOME Program, and ARPA program to assist families reach the goal of homeownership within the City limits as well as assist low income owner occupants rehabilitate their homes, stabilizing the neighborhoods and ensuring a supply of attainable housing stock for the future.

City Housing staff continue to provide support to the Affordable Housing Advisory Committee which reviews and provides recommendations to the City of Pensacola regarding monetary and non-monetary incentives for affordable housing.

The State of Florida passed SB 102, or the "Live Local Act," in March 2023, which contains various provisions related to affordable housing. The new law requires local governments to allow multi-family and mixed-use residential in areas zoned for commercial or mixed use without obtaining zoning or land use changes or other plan exceptions if at least 40% of the units are affordable to income eligible households for 30 years. The City has seen interest in these new opportunities under the Live Local Act and anticipates the first development utilize this over the next fiscal year.

- ENCOURAGE OWNERS AND LANDLORDS TO PARTICIPATE IN THE HCV PROGRAM

The Housing Department has continued to work with landlords and owners to improve their rental experience through the HCV program through streamlining of paperwork, extended office hours Monday through Thursday, computer software portal to track payments, and direct deposit of rental payments. During the COVID pandemic, staff exhibited flexibilities in order to safely provide program access.

During the last five years, housing staff continued to provide presentations on request to real estate investors, LEAP classes, the League of Women Voters and other entities in order to increase community outreach to attract more participation.

During the COVID pandemic, the department implemented maximum payment standards in order to help participants compete with the increased market rents exhibited in the community.

Over the last 12-18 months, staff has seen an increased interest in Project Based Vouchers from developers, with staff continuing to explore the ability to offer PBV and secure units under that program.

GOAL 2: Improve the quality of assisted housing

Upon receiving our official annual Section Eight Management Assessment Program (SEMAP) evaluation score for FY 23-24, the Housing Department was designated a high performer from HUD in February 2025, scoring 93% vs. 72% from the prior year. The last time the Housing Department was ranked as a high performer was 2017, with prior designations being “standard” performer. The SEMAP evaluations review indicators such as HQS enforcements, quality control, correct determination of income and rents, timeliness of annual income examination, and other indicators.

The Departments conducts regularly scheduled Quality Control inspections under the HCV program. The Housing Department has partially initiated some modifications related to NSPIRE, to include the updated requirements related to mandatory hard wired or sealed battery smoke detectors in all units.

The Housing Department continues to offer housing rehabilitation to low income owner occupants within the City limits as well as down payment and gap financing to low and moderate income buyers to secure ownership opportunities for safe, decent affordable units.

GOAL 3: Promote self sufficiency and asset development for families and individuals

The Housing Department provided homebuyer and foreclosure education classes during the last five year plan period, to include improving credit worthiness to prepare for homebuying.

During the COVID pandemic, the City offered emergency rent, mortgage, and utility assistance using CDBG-CV funds in order to prevent foreclosure or eviction of at risk residents impacted by the pandemic. This one time emergency assistance served to keep citizens stably housed and prevent outcomes that would make housing acquisition—whether rental or ownership—more difficult in the future.

The City has funded Legal Services of North Florida to help residents with various legal issues, to include title and probate issues as well as landlord-tenant and other legal concerns to help with long term asset management and planning for low income residents.

Partnerships with the VA and with Opening Doors to provide case management for the special purpose vouchers under the VASH and EHV programs respectively have continued to assist those participants with remaining stably housed and achieving self sufficiency by applying for benefits or enrollment in school or job training programs for able bodied individuals. Regular HCV participants are advised of the availability of TRIO at Pensacola State College and other school enrollment and financial assistance available in the community.

C2. Resident Advisory Board (RAB) Comments

Pensacola Housing appointed all currently assisted HCV program participants to the Resident Advisory Board (RAB), forming a committee of the whole. Participants were notified of this appointment, and of their rights and responsibilities regarding the development of the PHA 5 Year and Annual Plans. The RAB was invited to participate in an online survey to share opinions and ideas and demonstrate knowledge of the voucher program. We assured members that participation was voluntary and anonymous, and that the survey was accessible from an array of devices including smart phones. Hyperlinks and a QR code for the survey were posted on our website and on the walls of our physical office. The survey was open through May 16, 2025.

Common trends last calendar year included complaints regarding unit conditions as well as income reporting, so the survey targeted these subject matters. We received 24 comments. A few highlights of the survey are below:

We asked whether it's easier to find housing with or without a voucher. This year **43.83%** said it's **HARDER** to find units with a voucher, compared to last year where **62.5%** said it was **HARDER** to find units with a voucher indicating some relief in unit availability for voucher holders.

18.18% reported experiencing discrimination for having a voucher/source of income.

Participants were able to write in comments if desired. Overall program comments were positive. Common themes:

- *General appreciation for the program
- *Need for more units that will accept Section 8 vouchers
- *Comment about specific unit conditions and locations
- *Suggestion to initiate a Section 8 homeownership program

Full survey results/comments are included as an attachment.

Streamlined Annual PHA Plan (HCV Only PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.																									
A.1	PHA Name: City of Pensacola Housing Department PHA Code: FL092 PHA Plan for Fiscal Year Beginning: (MM/YYYY): 10/2025 PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs): 2,251 HCVs, 50 NED, 203 VASH PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. The public may obtain copies of the 5 Year Plan, the Annual Plan, and supporting documents at the Housing Department administrative offices at 420 W. Chase Street, Pensacola, FL 32502. Copies are posted to the City of Pensacola Housing website at https://www.cityofpensacola.com/198/Plans-Reports where other PHA policies including the Administrative Plan are also publicly available. Electronic copies are available upon request and may be requested via phone at 850-858-0350. The 45 day public comment period commenced Monday, March 17, 2025 and concluded Friday, May 23, 2025. All HCV participants are designated as members of the Resident Advisory Board (RAB). A letter was sent to all RAB members in inviting participation in a survey related to the planning process, providing for notice of the May 12 public hearing, and advising of the online availability of the plan. ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below) <table border="1" style="width: 100%;"> <thead> <tr> <th>Participating PHAs</th><th>PHA Code</th><th>Program(s) in the Consortia</th><th>Program(s) not in the Consortia</th><th>No. of Units in Each Program</th></tr> </thead> <tbody> <tr> <td>Lead HA:</td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																			
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B.	Plan Elements.				
B.1	Revision of Existing PHA Plan Elements. a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Operation and Management. ☐ ☒ Informal Review and Hearing Procedures ☐ ☒ Homeownership Programs. ☐ ☒ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification. (b) If the PHA answered yes for any element, describe the revisions for each element(s):				
B.2	New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☒ Hope VI or Choice Neighborhoods. ☐ ☒ Mixed Finance Modernization or Development. ☐ ☒ Demolition and/or Disposition. ☐ ☒ Conversion of Public Housing to Tenant Based Assistance. ☐ ☒ Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD. ☒ ☐ Project Based Vouchers. ☐ ☒ Units with Approved Vacancies for Modernization. ☐ ☒ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan. The City is considering use of up to 50 vouchers for project based vouchers within the City limits toward new construction units only. Provision of PBVs would encourage the leveraging of private and public funds (tax credit or other housing funding) to provide new rental units in the community, particularly within the city limits, where renters are more hard pressed to find affordable units.				
B.3	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan. SEE ATTACHMENT				
B.4	Capital Improvements. – Not Applicable				
B.5	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N N/A ☐ ☒ ☐ (b) If yes, please describe:				

C.	Other Document and/or Certification Requirements.
C.1	Resident Advisory Board (RAB) Comments (a) Did the RAB(s) have comments to the PHA Plan? Y N ☒ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. SEE ATTACHMENT
C.2	Certification by State or Local Officials. Form HUD 50077-SL , <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i> , must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. <i>Form HUD-50077-ST-HCV-HP, PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i> , must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.4	Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☒ If yes, include Challenged Elements.
D.	Affirmatively Furthering Fair Housing (AFFH).
D.1	Affirmatively Furthering Fair Housing (AFFH). Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.
	Fair Housing Goal: <i>Not applicable per the AFFH interim final rule. The City of Pensacola is voluntarily participating with Escambia County in an Analysis of Impediments to Fair Housing projected to be completed in late summer or early fall 2025.</i> <u>Describe fair housing strategies and actions to achieve the goal</u>
	Fair Housing Goal:

	<u>Describe fair housing strategies and actions to achieve the goal</u>
	Fair Housing Goal: <u>Describe fair housing strategies and actions to achieve the goal</u>

Instructions for Preparation of Form HUD-50075-HCV

Annual PHA Plan for HCV-Only PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Plan Elements. All PHAs must complete this section. ([24 CFR §903.11\(c\)\(3\)](#))

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR 5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA's reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. (24 CFR §903.7(b))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. (24 CFR §903.7(d))

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e))

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. (24 CFR §903.7(f))

☐ **Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR §903.7(l)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(l)(iii)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

B.2 New Activities. This section refers to new capital activities which is not applicable for HCV-Only PHAs.

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))

B.4 Capital Improvements. This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHAs

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements.

C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.2 Certification by State of Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights

violations, impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing" Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 6.02 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

City of Pensacola Housing Department

Annual PHA Plan for FY 2025-26 (*HCV Only PHAs*)

Attachment

B. Plan Elements

Statement of Housing Needs and Strategy for Addressing Housing Needs

Like many areas of the country, Escambia County, FL experienced significant pressures on its housing market and on housing availability during the COVID pandemic, and those pressures have continued, although recent trends show some relief of pressure. In HUD Notice PIH 2021-34, "Expedited Regulatory Waivers for the Public Housing and Housing Choice Voucher (including Mainstream and Mod Rehab) Programs," HUD identified the Pensacola-Ferry Pass-Brent FL FMR Area as one of 227 jurisdictions experiencing "significant rental market fluctuations" in the aftermath of the pandemic. This affected our entire community but had a particularly deleterious effect on low-income, very low-income, and extremely low-income families.

The Housing Office continued to see interest in the Section 8 program from new landlords. However, there have also been a significant amount of units that have sold and changed ownership, with the new owners charging rents that are beyond the affordability of Section 8 clients. The Housing Office has seen a marked increase in interest from developers wanting Section 8 project based vouchers in order to make developments cash flow, particularly with new unit construction given the increases in construction costs, property insurance,

Fair market rents increased dramatically again in October 2024, from \$171 for an efficiency unit to \$477 for a 4 bedroom unit. The increases ranged from a 16.32%-25.59% increase from prior year fair market rents. Revised payment standards range from 90-100% of the fair market rent, with the 1 and 2 bedroom payment standards at 100% and 95% respectively, which are more scarce for participants. This department strives to balance participant needs with market pressures as well as budgetary considerations for the program. Participants have not been negatively affected by this payment standard range.

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions

Pensacola Housing encourages program applicants and participants to search for units that will meet their needs and provides information regarding the location of low-poverty census tracts, as well as web links to information about school districts, sheriff's office crime data and maps, and public transit routes. Pensacola Housing regularly reviews deconcentration data in accordance with the SEMAP indicator to determine the percent of tenant-based families with children that live within, or who have moved to, a low poverty census tract within the jurisdiction.

In July 2022, as the waiting period for a voucher climbed to more than two years, we closed our waiting list, and as of May 2025 the waiting list remains closed. Though we have continued to pull names from the waitlist and issue vouchers regularly, the average wait time has continued to increase as our success rate and average time to lease up for new applicants continue to be impacted by market conditions.

Pensacola Housing gives preference to those families on the waiting list who are victims of federal- or state-declared natural disasters. Third-party verification of displacement may be required before a voucher is issued. In addition, federal guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely-low-income families. To ensure this goal is met, there may be occasions when Pensacola Housing will assist an extremely-low-income household from the waiting list before assisting a very-low-income household, even if the very-low-income household has been on the waiting list longer.

Some of the vouchers administered by Pensacola Housing have been allocated to assist specific populations; for example, non-elderly disabled families (NED), homeless veterans (VASH), or homeless (EHV). Pensacola Housing follows HUD guidelines regarding the administration of these programs. At times this may result in a NED family receiving a voucher before other families from the Section 8 waiting list, or in a VASH family receiving a voucher before all families on the Section 8 waiting list.

Beyond ensuring that all the requirements stipulated above are met, Pensacola Housing does not utilize preferences on its HCV waiting list. City Council has tentatively approved a small set aside of 25 vouchers specifically for a homeless preference, but the production of policies and procedures to govern this set aside is in progress and formal Council approval and implementation is not expected until next fiscal year.

Financial Resources

Pensacola Housing's financial resources are limited to the funding allocated through the federal budget process and awarded annually in the Consolidated Annual Contributions Contract. FY2024 renewal funding of \$16,175,054 was received mid-May, which included VASH vouchers. Our authorized budget authority to implement the EHV program is \$369,687.

Rent Determination

Pensacola Housing determines total tenant payment of rent in accordance with federal guidelines.

The Total Tenant Payment (TTP) is the minimum amount that a voucher household is required to pay toward rent and utilities, regardless of the unit selected. In Pensacola Housing's jurisdiction, TTP is the greater of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income; or
- Pensacola Housing's minimum rent

Family share is the actual amount the family pays toward rent and utilities (with the utility cost based on Pensacola Housing's utility allowance, not on the family's actual utility bills). If the family selected a unit where the gross rent is higher than the payment standard, then the family share will be higher than the TTP.

Tenant rent is the portion of the contract rent paid by the assisted family. TTP will be the same regardless of the unit selected, whereas family share and tenant rent are dependent on the characteristics of the specific unit.

Pensacola Housing has established a minimum rent of \$50 for participants in its HCV programs. Minimum rent refers to the Total Tenant Payment, not the tenant rent, and means that Pensacola Housing expects program participants to pay a minimum of \$50 toward utilities and/or rent.

The minimum rent applies to all participants of Pensacola Housing's HCV programs. Any household subject to the minimum rent may petition for a temporary or long-term hardship waiver for one of the following reasons:

1. A recent death in the immediate family has occurred and no income was received into the household the previous month.
2. The household's out-of-pocket medical expenses equal or exceed 50% of the gross household income, and calculated rent, minus utility estimate if applicable, would be less than \$50.
3. The household has lost federal, state, or local government assistance or is waiting for an eligibility determination, and no income was received into the household the previous month.
4. The household income has decreased due to a change in circumstances, such as loss of employment, and no income was received into the household the previous month.

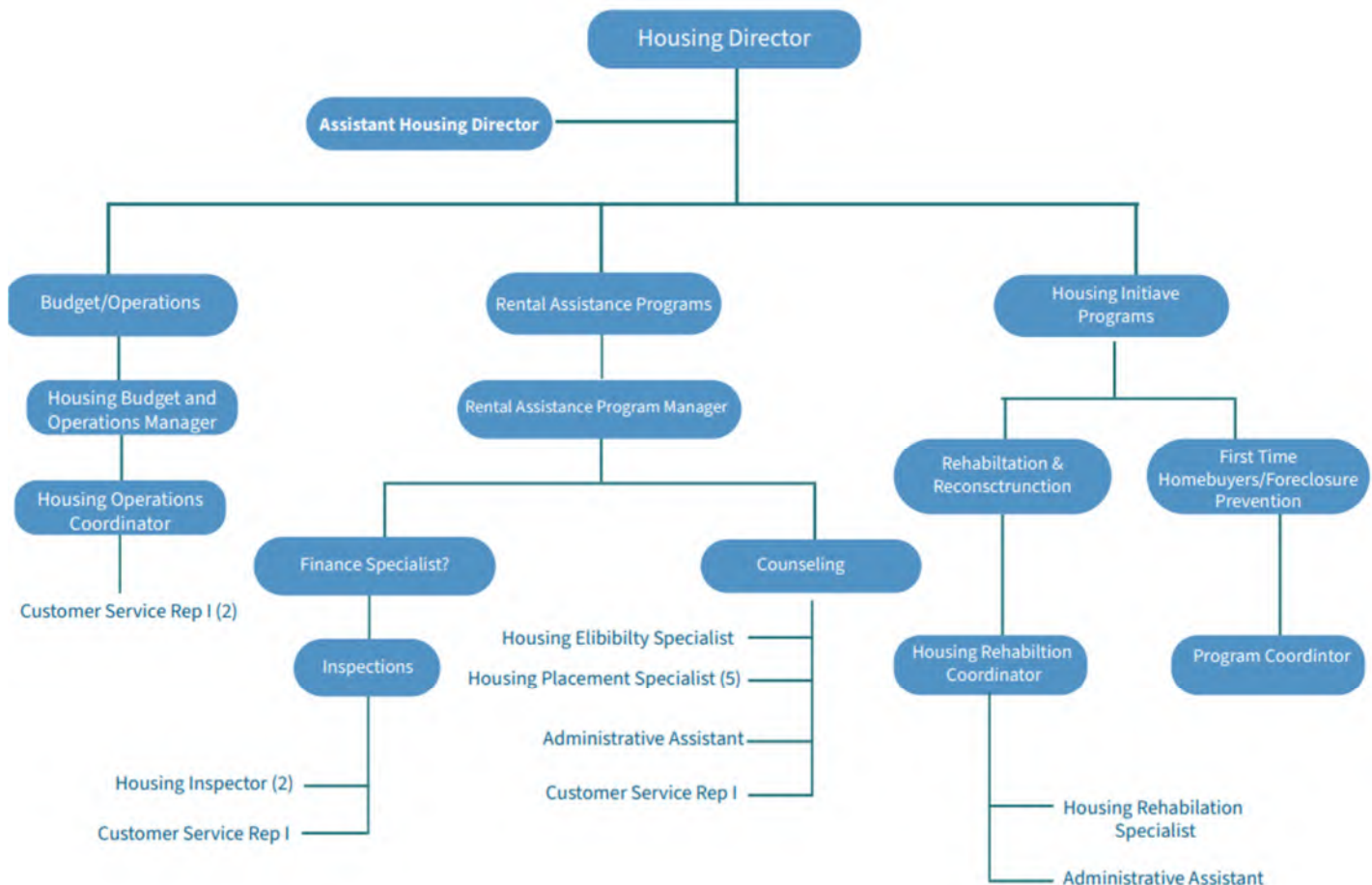
Operation and Management

Pensacola Housing administers the following programs:

- Housing Choice Voucher Program (HCV) throughout Escambia County FL
- HUD-VASH Program (VASH) throughout Escambia County FL
- Emergency Housing Voucher Program (EHV) throughout Escambia County FL
- State Housing Initiatives Partnership (SHIP) First-Time Home Buyers Program, in conjunction with Escambia County
- HOME Homebuyers Program, in conjunction with Escambia County
- City of Pensacola Homebuyer Incentive Program within the City of Pensacola

- Homebuyer & Foreclosure education classes
- Community Development Block Grant Program
- HOME, CDBG, and SHIP Housing Rehabilitation Programs within the City of Pensacola

Here is the Pensacola Housing organizational chart effective May 2025:



Informal Review and Hearing Procedures

Pensacola Housing uses the following procedures regarding informal reviews for applicants who are denied assistance on its HCV programs, as defined in Chapter 22 of its HCV Program Administrative Plan:

22.2.1 Notice of Denial

When Pensacola Housing determines that an applicant is ineligible, the applicant will be notified of the decision in writing. The notification will state:

1. The reason(s) for ineligibility;
2. A statement that the applicant may request an informal review if they disagree with the decision;
3. The procedure for requesting a review if the applicant does not agree with the decision; and
4. The deadline for requesting a review.

When an application is denied because of criminal activity described in a criminal record, Pensacola Housing will, on request, provide the applicant a copy of the criminal record upon which the denial decision was based, in accordance with 24 CFR 5.903 (f).

22.2.3 Informal Review Process

A request for an informal review must be submitted in writing to Pensacola Housing within 10 business days from the date of Pensacola Housing's notice of denial. An informal review will be scheduled within 10 business days from the date the review request is received.

The review will be conducted by a staff person who was not involved in the decision under review, and who is not subordinate to the person who made the decision.

The applicant will be given the opportunity to present oral or written objections to the decision. Both Pensacola Housing and the applicant may present evidence and witnesses.

The applicant may, at the applicant's own expense, be represented by an attorney or other representative.

Upon request, the applicant may be present at the review to provide information, though the applicant's presence is not required. At the discretion of Pensacola Housing, the review may also be conducted as a conference call.

An applicant may request a reasonable accommodation to participate in the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the services Pensacola Housing offers.

The decision of the review officer shall be provided to the applicant in writing within 10 business days after the date of the review and shall include an explanation of the reasons for the decision.

All review requests, supporting documentation, and a copy of the final decision will be retained in the applicant's file.

Pensacola Housing uses the following procedures regarding informal hearings for participants whose program assistance is terminated from its HCV programs, as defined in Chapter 22 of its HCV Program Administrative Plan:

22.3 Informal Hearings for Participants

Except for participants whose moving or port vouchers have expired, an opportunity for an informal hearing will always be provided when Pensacola Housing has made a determination to terminate assistance. In addition, Pensacola Housing will offer participant families an opportunity for an informal hearing to consider whether the following decisions relating to the participant family were made in accordance with the law, HUD regulations, and Pensacola Housing policies:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the HAP.
 2. A determination of the appropriate utility assistance payment, if any, to assist toward tenant-paid utilities from Pensacola Housing's utility estimate schedule.
 3. A determination of the family voucher size and payment standard under Pensacola Housing's subsidy standards.
 4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
 5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Pensacola Housing policy and HUD rules.
- Pensacola Housing will make reasonable accommodations to ensure that persons with disabilities have complete access to participate in the informal hearing process.

22.4 Informal Hearing Procedures

Pensacola Housing will adhere to the following procedures in conducting informal hearings.

22.4.1 Discovery

Before the hearing, the family will be provided copies of, and adequate time to examine any documents Pensacola Housing intends to present at the hearing. If Pensacola Housing doesn't make a document available for examination prior to the hearing, it may not rely on the document at the hearing.

Prior to the informal hearing, Pensacola Housing must also be given the opportunity to examine any documents the family intends to present that are directly relevant to the hearing. Pensacola Housing will be allowed to copy any such documents at Pensacola Housing's expense. If the family doesn't make a document available for examination prior to the hearing, the family may not rely on the document at the hearing.

For the purpose of an informal hearing, the term document includes records and regulations.

22.4.2 Representation of the Family

At its own expense, the family may be represented by a lawyer, advocate, or other representative.

22.4.3 Hearing Officer

The informal hearing shall be conducted by a Hearing Officer appointed by Pensacola Housing who is neither the person who made or approved the decision under review, nor a subordinate of that person.

The person who conducts the hearing will regulate the conduct of the hearing in accordance with the informal hearing procedures described in this section of the Pensacola Housing Administrative Plan.

22.4.4 Evidence

Pensacola Housing and the family will have the opportunity to present evidence and to question any witnesses. The family may request that Pensacola Housing staff be present at the hearing to answer questions pertinent to the case. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings.

22.4.5 Conduct of the Hearing

Only the issues subject to appeal, and raised by the participant in their notice of appeal, shall be addressed at the hearing. A participant family may present any relevant legal argument arising from any valid source of law, and hearing officers shall consider such arguments to the extent that they are relevant and germane to the case.

Relevance shall be determined by the hearing officer based on the specific facts and circumstances of each particular case. No legal theories or authorities shall be precluded from consideration at informal hearings or otherwise excluded on a categorical or near-categorical basis.

Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings, except that the hearing officer may exclude evidence that is irrelevant, immaterial, unduly repetitious, or fails to meet the following evidentiary principles:

1. That the information offered presents a danger of unfair prejudice, confusion of the issues, undue delay, or other delay, or other deleterious effects that substantially outweigh the probative value of the information;
2. That the information is offered in violation of some public policy, such as evidence unlawfully obtained in violation of a family's legal or constitutional rights; or
3. That the information lacks competence or is not based on personal knowledge.

No documents may be presented at the hearing that weren't provided to the other party, if requested, before the hearing. "Documents" include all written records.

The hearing officer may ask the family for additional information and/or may adjourn the hearing as needed.

The hearing officer will not impose arbitrary limits on the length of time that a hearing may last, or the amount of time a specific portion of the hearing may consume, or impose unreasonable limits on the number of witnesses that may be called or the number of exhibits that may be presented. The hearing officer may impose such limits, but only as warranted for good cause, in which case the hearing officer should state the reasons for imposing the limits on the record and in the written decision.

22.4.6 Failure to Appear

If the family fails to appear at the informal hearing, or fails to meet a deadline imposed by the hearing officer, Pensacola Housing's decision shall become final and take effect immediately. No new hearing will be granted unless the participant is able to demonstrate to Pensacola Housing, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

22.4.7 Issuance of Decision

The hearing officer will issue a written decision within 10 business days from the date of the hearing. The decision will include:

1. The names of all persons present at the hearing, and identification of their roles (whether as the hearing officer, a representative for Pensacola Housing, a member of the family, a witness, interpreter, or other);
2. The date and location of the hearing;
3. A summary of the factual allegations and the Pensacola Housing action or decision under review;
4. A summary of any evidence and arguments presented by the parties;
5. A statement of the facts upon which the decision is based;
6. A clear statement of the Hearing Officer's findings, conclusion, and decision;

7. A clear summary of the decision and explanation for the decision;
8. If the decision involves money owed, a clear statement of the amount owed, and documentation of how the amount owed was calculated;
9. The date the decision is effective; and
10. If the decision is to uphold termination of assistance, notice of the availability of judicial review. Such notice shall also indicate that time limitations for seeking judicial review may apply; that participants who seek judicial review must do so at their own expense; that neither the hearing officer nor Pensacola Housing can offer legal advice; and that participants who cannot afford an attorney may seek referral to a legal services provider such as Legal Services of North Florida, Inc.

22.4.8 Decisions Not Binding on Pensacola Housing

Pensacola Housing shall not be bound by any decision that:

1. Concerns matters for which no opportunity for a hearing is required to be provided;
2. Conflicts with or contradicts HUD regulations or requirements;
3. Conflicts with or contradicts federal, state, or local laws;
4. Exceeds the authority of the hearing officer; or
5. Involves issues not raised in the participant's appeal notice.

If Pensacola Housing determines that it is not bound by a hearing decision, it will notify the family within 10 business days of the hearing officer's determination, and provide a summary of the reasons for Pensacola Housing's determination, and the results of it.

22.4.9 Recordkeeping

Pensacola Housing will record all informal hearings by electronic means.

If a party seeks to record any informal hearing by means other than audio/video recording, such as by stenographic transcription, the hearing officer will permit such alternative recording at the requesting party's expense, unless good cause exists to disallow the method of recording, in which case the hearing officer should state the reasons for denial on the record and in the written decision.

Pensacola Housing will provide a copy of a hearing recording to the family or its representative on request, provided that the family or its representative shall pay reasonable reproduction costs prior to receiving the recordings.

All hearing requests, supporting documentation, and a copy of the final decision shall be retained in the participant's file.

Pensacola Housing will safely keep and maintain the electronic recordings of all informal hearings involving voucher terminations as a public record on file for no fewer than 5 years after the decision date. If a family's HCV program participation is terminated pursuant to the informal hearing decision, Pensacola Housing will keep the hearing recording for at least 5 years from the date of the last HAP payment made on the family's behalf.

Pensacola Housing will also keep, for the same duration as the hearing recording, copies of all exhibits and all other tangible materials presented to the Hearing Officer, whether or not admitted into evidence.

22.5 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigrant Status

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the participant or applicant will be notified within 10 business days of the right to appeal to the INS. Such an appeal must be filed with INS within 30 days of receipt of Pensacola Housing's decision. The applicant or participant may also request an informal hearing with Pensacola Housing. The request for a hearing must be made within 10 business days of receipt of Pensacola Housing's initial decision.

If the applicant or participant appeals to the INS, he or she must provide a copy of the appeal and proof of mailing to Pensacola Housing, or Pensacola Housing may proceed to deny the application or terminate assistance.

After receipt of a request for an informal hearing, Pensacola Housing shall schedule and conduct the hearing in accordance with the procedures described in Section 22.4 above.

22.5.1 Ineligibility Determinations

If the hearing officer determines that the applicant or participant is not eligible, and there are no other eligible family members, Pensacola Housing will terminate assistance.

If there are eligible members in the household, Pensacola Housing will offer to pro-rate assistance, or give the family the option to remove the ineligible members.

Participants whose assistance is pro-rated (either because some members are ineligible, or because of the failure to verify eligible immigrant status for some members after exercising their appeal and hearing rights described above) are entitled to an informal hearing regarding TTP and tenant rent determinations.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to an informal review or informal hearing in the same manner as terminations for any other fraud.

22.6 Hearing Officer Selection

Persons having no other affiliation with Pensacola Housing (that is, other than as hearing officers) shall serve as hearing officers for all informal hearings.

Pensacola Housing will make outreach to persons from the community with knowledge of contract law; Fair Housing law; landlord/tenant law; and/or regulations and processes governing federal and state benefit or assistance programs to serve as hearing officers for its voucher programs.

Homeownership Programs

Pensacola Housing does not currently offer a voucher-based HCV Homeownership program, though there is interest to allow us to offer one in the future. Comments received by Resident Advisory Board members include the desire to participate in a homeownership program.

Pensacola Housing does administer the State Housing Initiatives Partnership (SHIP) First-Time Home Buyers Program and a HOME Homebuyers Program, both in conjunction with Escambia County, Florida.

Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements

Although Pensacola Housing does not administer a formal Family Self-Sufficiency Program, historically each quarter several HCV families have reached the program goal of zero HAP/self-sufficiency, a trend that continued in 2024, despite inflation and rising housing costs. Pensacola Housing staff coaches families who achieve this milestone on available homebuyer programs such as under SHIP, HOME, and Habitat for Humanity.

Pensacola Housing's treatment of income changes resulting from welfare program requirements are as follows, as defined in section 16.6 of our HCV Administrative Plan in accordance with federal requirements:

16.6 Income Changes Resulting from Welfare Program Requirements

Pensacola Housing will not reduce the family share or tenant rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of:

1. Fraud in connection with the welfare program; or
2. Non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, Pensacola Housing will reduce the tenant rent if the welfare assistance reduction is a result of:

1. The expiration of a lifetime limit on receiving benefits;
2. A reduction in welfare assistance resulting from the family's failure to obtain employment, after having complied with welfare program requirements; or
3. A reduction in welfare assistance resulting from a family member's failure to comply with other welfare agency requirements.

16.6.1 Families Affected by Welfare Rules

Families are affected by the welfare rules discussed above if they are currently receiving benefits for welfare or public assistance from a state or public agency program that requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

16.6.2 Definition of "Imputed Welfare Income"

“Imputed welfare income” is an amount of annual income, not actually received by a family, that results from a specified welfare benefit reduction, and that is included in the family’s income for purposes of determining tenant rent.

The amount of imputed welfare income is determined by Pensacola Housing, based on written information supplied to Pensacola Housing by the welfare agency, including:

1. The amount of the benefit reduction;
2. The term of the benefit reduction;
3. The reason for the reduction; and
4. Subsequent changes in the term or amount of the benefit reduction.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim re-examination, during the term of the welfare benefits reduction specified by the welfare agency. The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction is imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero. If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

16.6.3 Verification Before Denying a Request to Reduce Rent

Before denying the family’s request for rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family’s benefits have been reduced due to fraud or non-compliance with welfare agency economic self-sufficiency or work activity requirements.

16.6.4 Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income, the housing specialist or a supervisor will review the calculation for accuracy. If Pensacola Housing denies the family’s request to modify the amount, Pensacola Housing will provide the tenant with a notice of denial, which will include:

1. An explanation for Pensacola Housing’s determination of the amount of imputed welfare income;
2. A statement that the tenant may request an informal hearing; and
3. A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be Pensacola Housing’s determination of the amount of imputed welfare income, not the welfare agency’s determination to sanction the welfare benefits.

Substantial Deviation

Pensacola Housing considers the following a substantial deviation from its 5-Year Plan:

- The addition of new activities that do not otherwise further Pensacola Housing’s stated mission or further the goals set forth in the current 5-Year Plan.

An exception to this definition will be made for any new activities that are adopted to reflect changes in HUD regulatory requirements or as a result of a declared emergency. Such changes will not be considered a substantial deviation by Pensacola Housing.

Significant Amendment/Modification

Pensacola Housing considers a significant amendment or modification to the Five Year Plan to be a change in policy that significantly and materially alters the City Housing Department HCV program policies or goals, such as:

- Modifications to Admissions Policies
- Modifications to organization of the Waiting List
- An Increase in the Minimum Total Tenant Rent payment

An exception to this definition will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements or as a result of a declared emergency. Such changes will not be considered significant amendments or modifications by Pensacola Housing.

Attachment B.3 – Progress Report

Additional Details available in the Five Year Plan Progress Report

PHA Goal: Increase the availability of decent, safe, and affordable housing.

1. Apply for additional rental vouchers.

Update: On May 7, 2021, HUD offered Pensacola Housing an allocation of 35 Emergency Housing Vouchers (EHVs) and on May 13, 2021, Pensacola Housing accepted the allocation. 2 vouchers were lost after the September 2023 deadline and were not available for turnover leasing, so the current voucher allocation stands at 33. As of April 2024, all of Pensacola Housing's EHV vouchers are allocated, and our EHV leasing utilization is 100%. We are hopeful that HUD will consider us for an additional EHV allocation if more of these vouchers become available as a result of voluntary returns or underutilization elsewhere. We have continued to partner with Opening Doors in instances where the tenant needs to move by allocating non-EHV funds for deposit and related expenses to continue to assist this population with remaining stably housed now that EHV supportive service funds have been exhausted.

The Housing Department spent time working with the Escambia County School Board and other agencies exploring the possibility of application to the State of Florida for a special allocation of HOME Tenant Based Rental Assistance (TBRA) for homeless schoolchildren; the School Board elected not to participate at this time, which is a grant application requirement.

2. Leverage private or other public funds to create additional housing opportunities.

Update: The City of Pensacola has committed to create an attainable housing infill program to support homeownership. Municipally owned property will be made available to eligible applicants for the construction of owner-occupied housing. Last fiscal year, funding was leveraged through the State Housing Initiatives Partnership (SHIP) program, HOME Program, and ARPA program to assist 5 families reach the goal of homeownership within the City limits. The city's Community Development Block Grant funds provided homebuyer and foreclosure prevention educational classes to 42 families. ARPA and SHIP funds assisted 21 families rehabilitate their homes, stabilizing the neighborhoods and ensuring a supply of attainable housing stock for the future. The City currently is donating 3 city owned infill lots for affordable homeownership development, which are anticipated to be completed in late fall 2025.

City staff continues to provide support to the joint City-County Affordable Housing Advisory Committee which reviews and provides recommendations to each local government regarding monetary and non-monetary incentives for affordable housing. The State of Florida passed SB 102, or the "Live Local Act," in March 2023, which contains various provisions related to affordable housing. Public policy impacts included in the bill include state mandated affordable housing tax exemptions such as a "multi-family property exemption" for developments with 70 or more units with agreements with Florida Housing Finance Corporation (FHFC) and the "Affordable Housing Property Exemption" for non-profit owned properties serving households up to 120% area median income (AMI). The new bill permits an optional local property exemption for properties with 50 or more units serving households at or below 60% AMI; at this time, the City is reviewing whether to offer these additional property tax exemptions. The new law also requires local governments to allow multi-family and mixed-use residential in areas zoned for commercial or mixed use without obtaining zoning or land use changes or other plan exceptions if at least 40% of the units are affordable to income eligible households for 30 years. The City has seen interest in these new opportunities under the Live Local Act.

3. Encourage landlords and owners to participate in the HCV programs.

Update: Staff has seen an increase in interest in the section 8 program from new landlords as rental

prices have beginning a slight cooling. Staff is working on reinstituting a landlord outreach meeting, which has not been held since COVID.

PHA Goal: Improve the quality of assisted housing.

Update: All Section 8 staff have received training related to new HOTMA and NSPIRE requirements in order to ensure program compliance with new regulations and program management.

The Administrative Plan was most recently reviewed and updated in June 2025 and will be updated again to accommodate new HOTMA and NSPIRE rules as well as minor updates to program operations.

PHA Goal: Promote self-sufficiency and asset development for individuals.

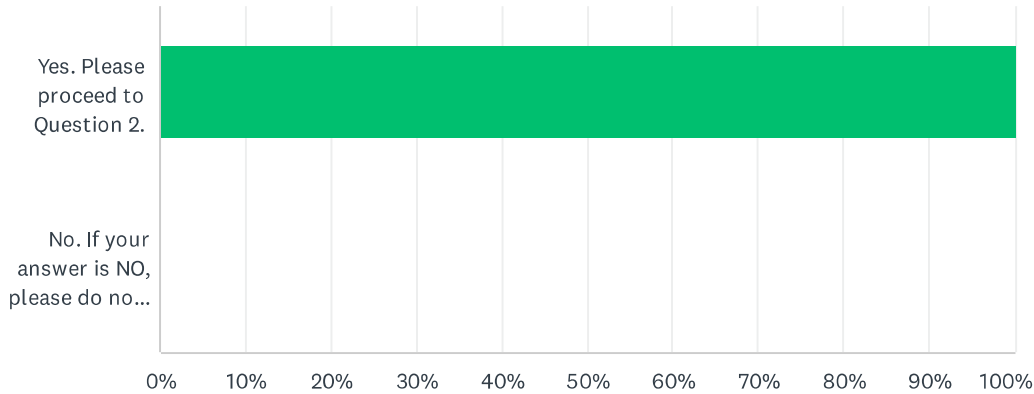
Update: Pensacola Housing continues to provide first-time homebuyer and foreclosure prevention classes. In addition, Housing staff advises voucher families who reach the program goal of self-sufficiency about homebuyer programs including the homebuyer programs administered by the Housing Department and Habitat for Humanity.

Attachment C.1 – Resident Advisory Board (RAB) Comments

See the Five Year Plan Resident Advisory Board Comments section. A copy of the survey and comments is attached to this Plan.

Q1 Are you a participant on Pensacola Housing's Section 8 Housing Choice Voucher (HCV) program? A participant is an active voucher holder who has successfully leased up with their voucher at least one time, even if they are shopping for a new unit now and between contracts.

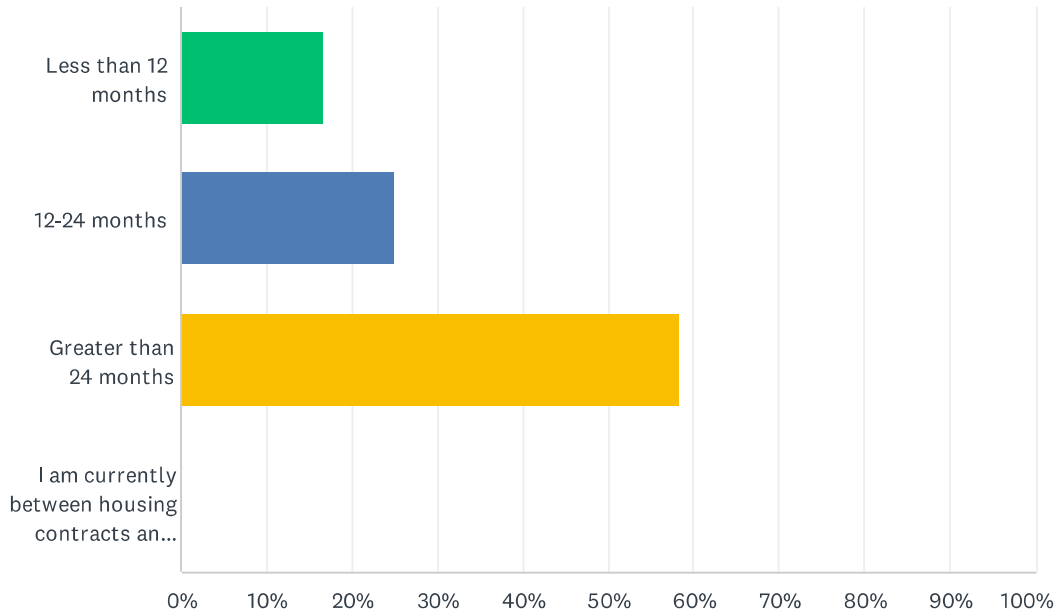
Answered: 24 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes. Please proceed to Question 2.	100.00%	24
No. If your answer is NO, please do not continue. This survey is for active voucher holders only-not landlords, waiting list applicants, or the general public.	0.00%	0
TOTAL		24

Q2 How long have you lived under contract in your currently assisted residence?

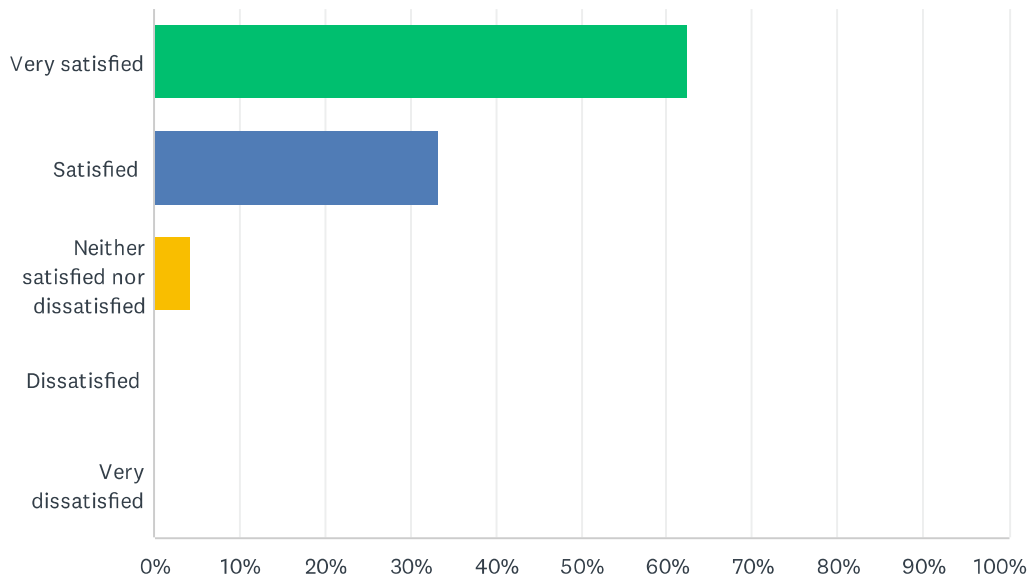
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ANSWER CHOICES	RESPONSES	
Less than 12 months	16.67%	4
12-24 months	25.00%	6
Greater than 24 months	58.33%	14
I am currently between housing contracts and shopping with a voucher	0.00%	0
TOTAL		24

Q3 How would you rate your satisfaction with your current assisted unit?

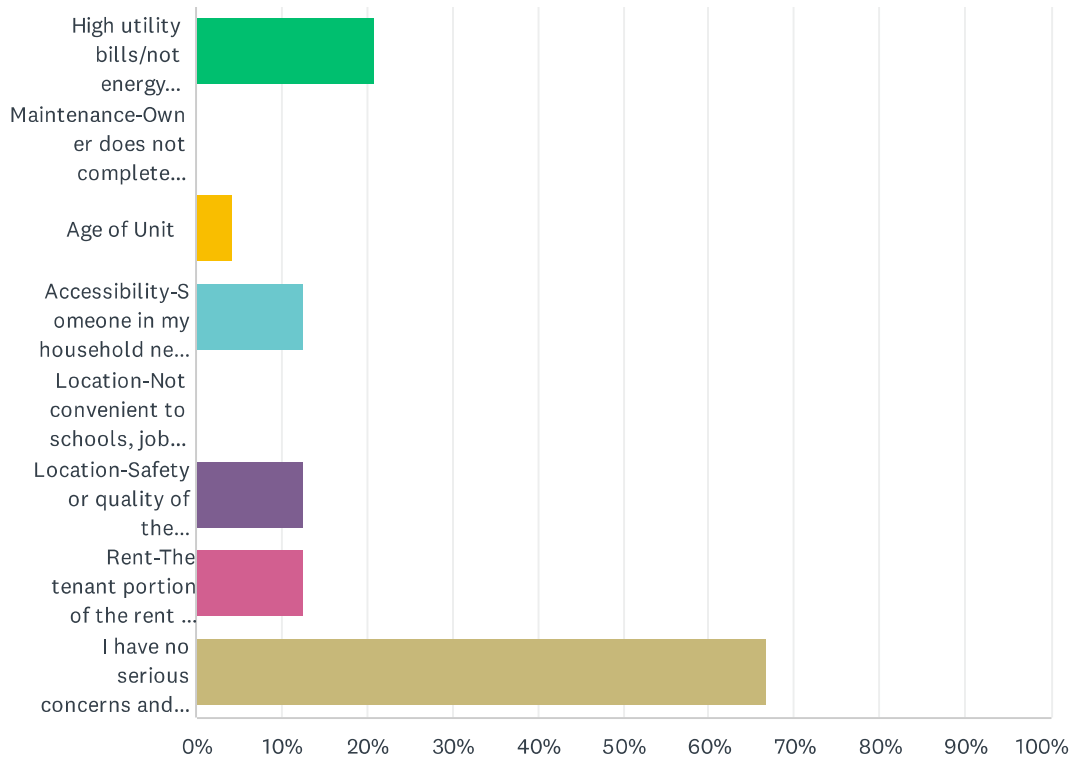
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ANSWER CHOICES	RESPONSES	
Very satisfied	62.50%	15
Satisfied	33.33%	8
Neither satisfied nor dissatisfied	4.17%	1
Dissatisfied	0.00%	0
Very dissatisfied	0.00%	0
TOTAL		24

Q4 What are some of your concerns, if any, with your current assisted unit (Check all that apply)?

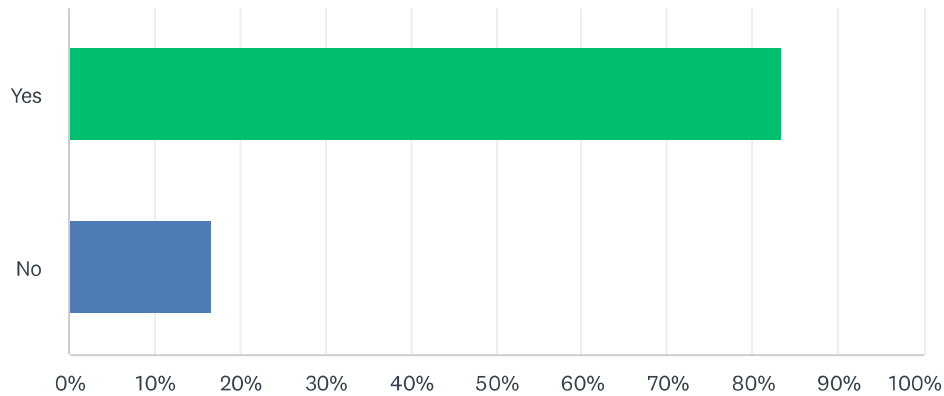
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ANSWER CHOICES	RESPONSES	
High utility bills/not energy efficient	20.83%	5
Maintenance-Owner does not complete maintenance in a timely manner	0.00%	0
Age of Unit	4.17%	1
Accessibility-Someone in my household needs accessibility features that are not available in my unit	12.50%	3
Location-Not convenient to schools, jobs, or services my family uses or would like to use	0.00%	0
Location-Safety or quality of the neighborhood	12.50%	3
Rent-The tenant portion of the rent is too high for my monthly budget	12.50%	3
I have no serious concerns and am satisfied with my rental unit.	66.67%	16
Total Respondents: 24		

Q5 Are you aware that tenants can contact the Housing Office to request a Housing Quality Standards inspection if the landlord doesn't respond to maintenance in a timely manner?

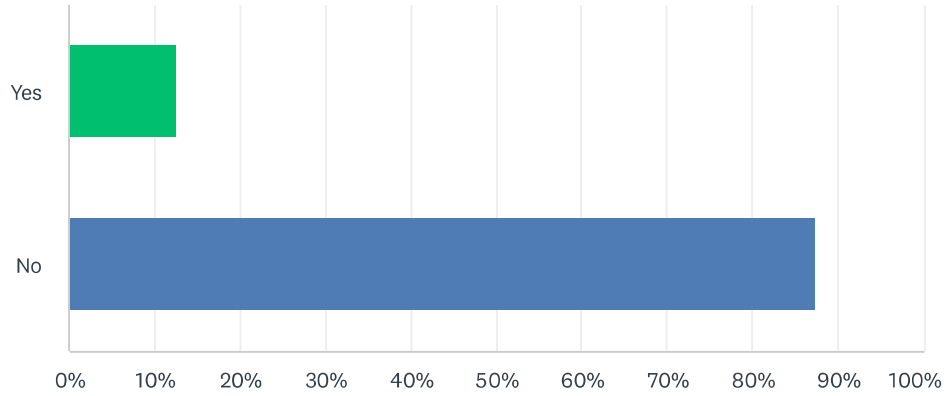
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ANSWER CHOICES	RESPONSES	
Yes	83.33%	20
No	16.67%	4
TOTAL		24

Q6 Have you ever requested a Housing Quality Standards inspection from the Pensacola Housing office?

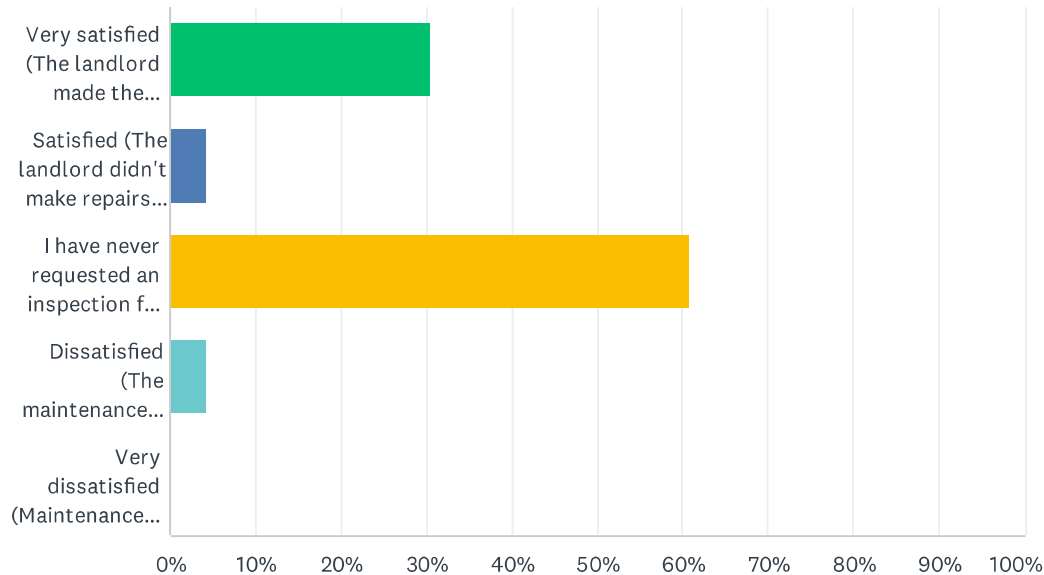
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ANSWER CHOICES	RESPONSES	
Yes	12.50%	3
No	87.50%	21
TOTAL		24

Q7 If you ever requested an inspection from the Housing Office, were you satisfied with the results?

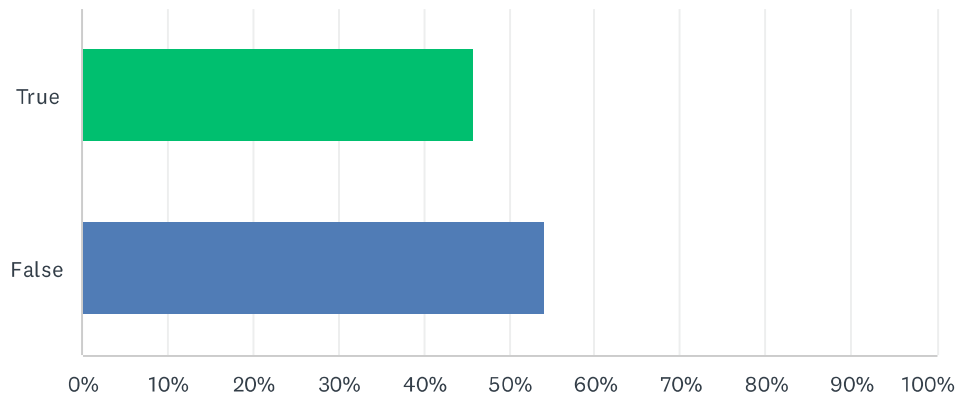
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ANSWER CHOICES	RESPONSES	
Very satisfied (The landlord made the repairs and I was able to continue living in the unit)	30.43%	7
Satisfied (The landlord didn't make repairs, but I was able to request a moving voucher and move to a different unit)	4.35%	1
I have never requested an inspection from the Housing Office	60.87%	14
Dissatisfied (The maintenance issues were addressed, but the landlord behaved in an unpleasant or retaliatory manner toward me)	4.35%	1
Very dissatisfied (Maintenance issues were never addressed)	0.00%	0
TOTAL		23

Q8 TRUE OR FALSE: It's easier to find housing with a voucher

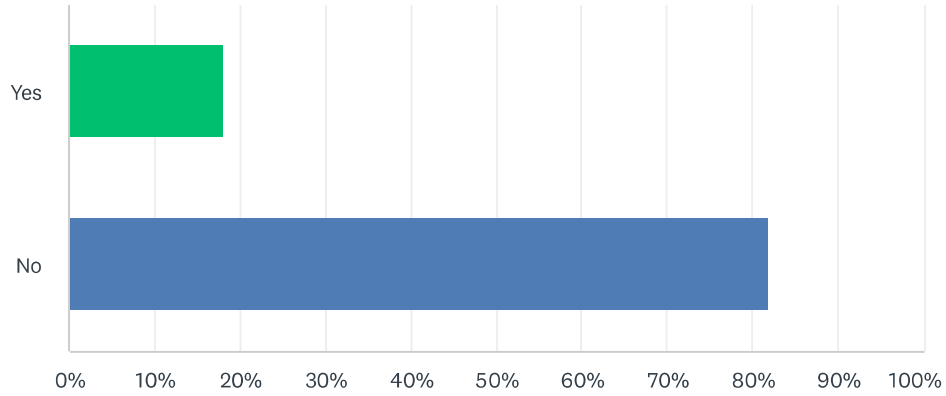
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ANSWER CHOICES		RESPONSES	
True		45.83%	11
False		54.17%	13
TOTAL			24

Q9 Do you feel that you have experienced housing discrimination because you have a housing choice voucher?

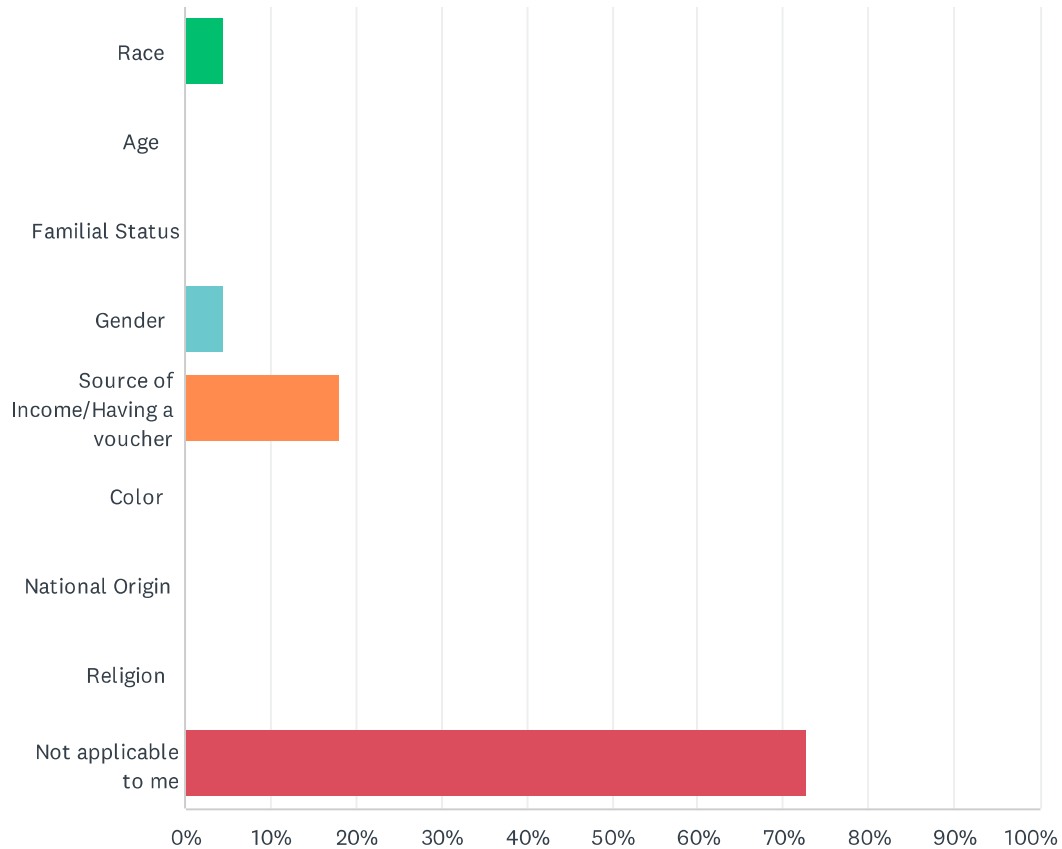
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ANSWER CHOICES	RESPONSES	
Yes	18.18%	4
No	81.82%	18
TOTAL		22

Q10 If you have experienced discrimination for any reason, on what basis do you believe you were discriminated against?

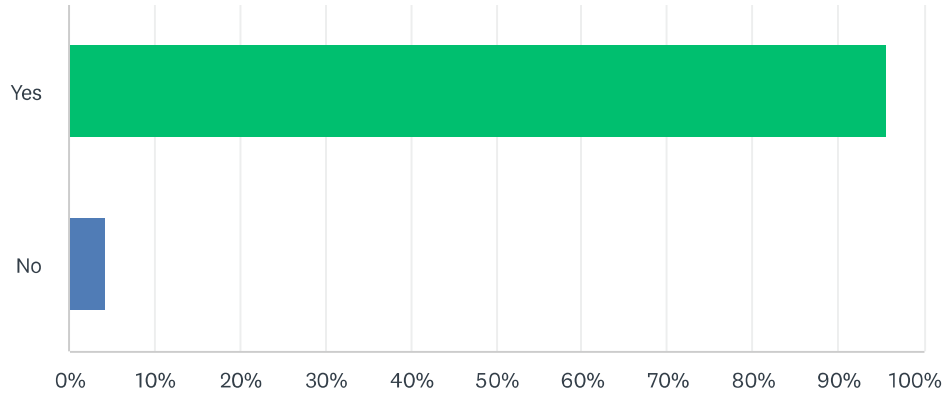
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ANSWER CHOICES	RESPONSES	
Race	4.55%	1
Age	0.00%	0
Familial Status	0.00%	0
Gender	4.55%	1
Source of Income/Having a voucher	18.18%	4
Color	0.00%	0
National Origin	0.00%	0
Religion	0.00%	0
Not applicable to me	72.73%	16
TOTAL		22

Q11 Are you aware that you are responsible for reporting all household income and composition changes in writing within 10 business days?

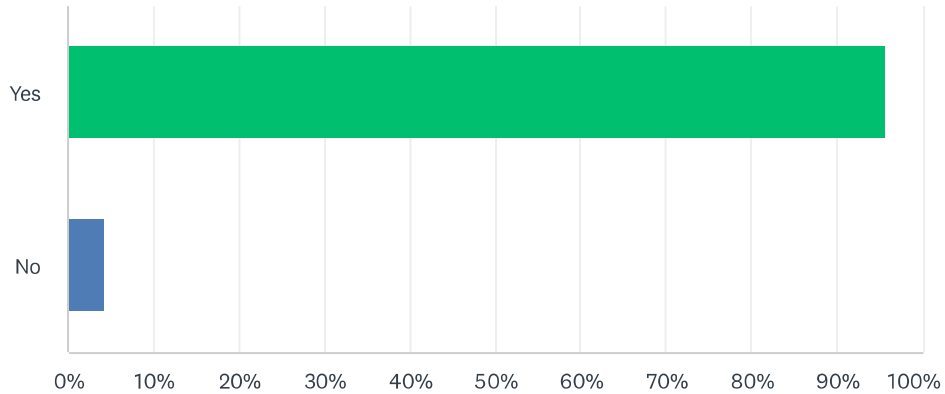
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ANSWER CHOICES	RESPONSES	
Yes	95.83%	23
No	4.17%	1
TOTAL		24

Q12 Did you know that ALL of the following sources of income must be reported to Pensacola Housing? Child Support TANF Earned income by all adult household members, including full time students Regular contributions and gifts from persons outside the household

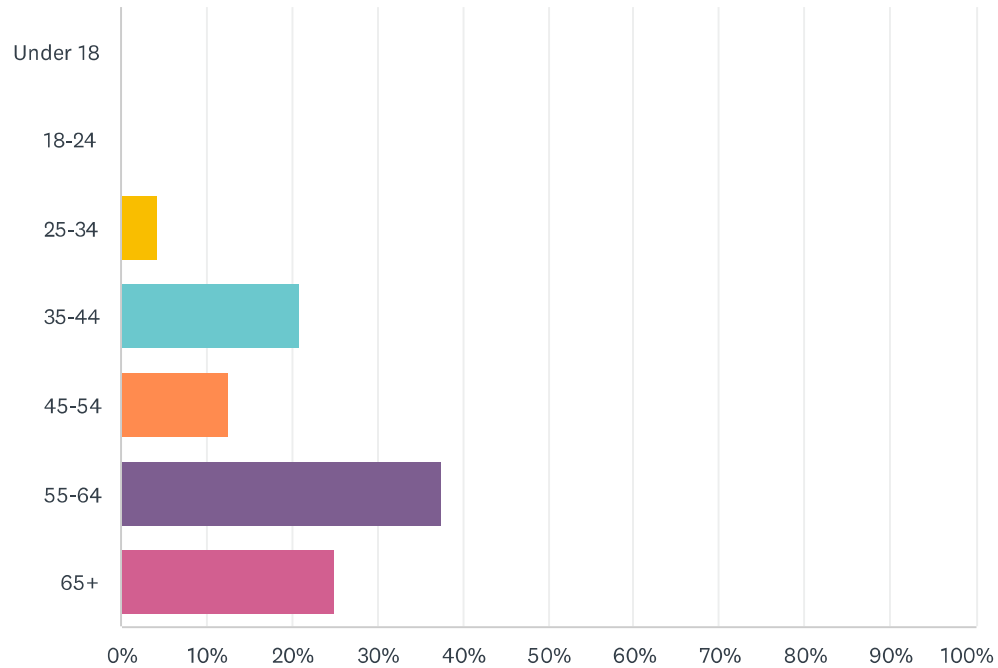
Answered: 24 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	95.83%	23
No	4.17%	1
TOTAL		24

Q13 Please provide your age group with us:

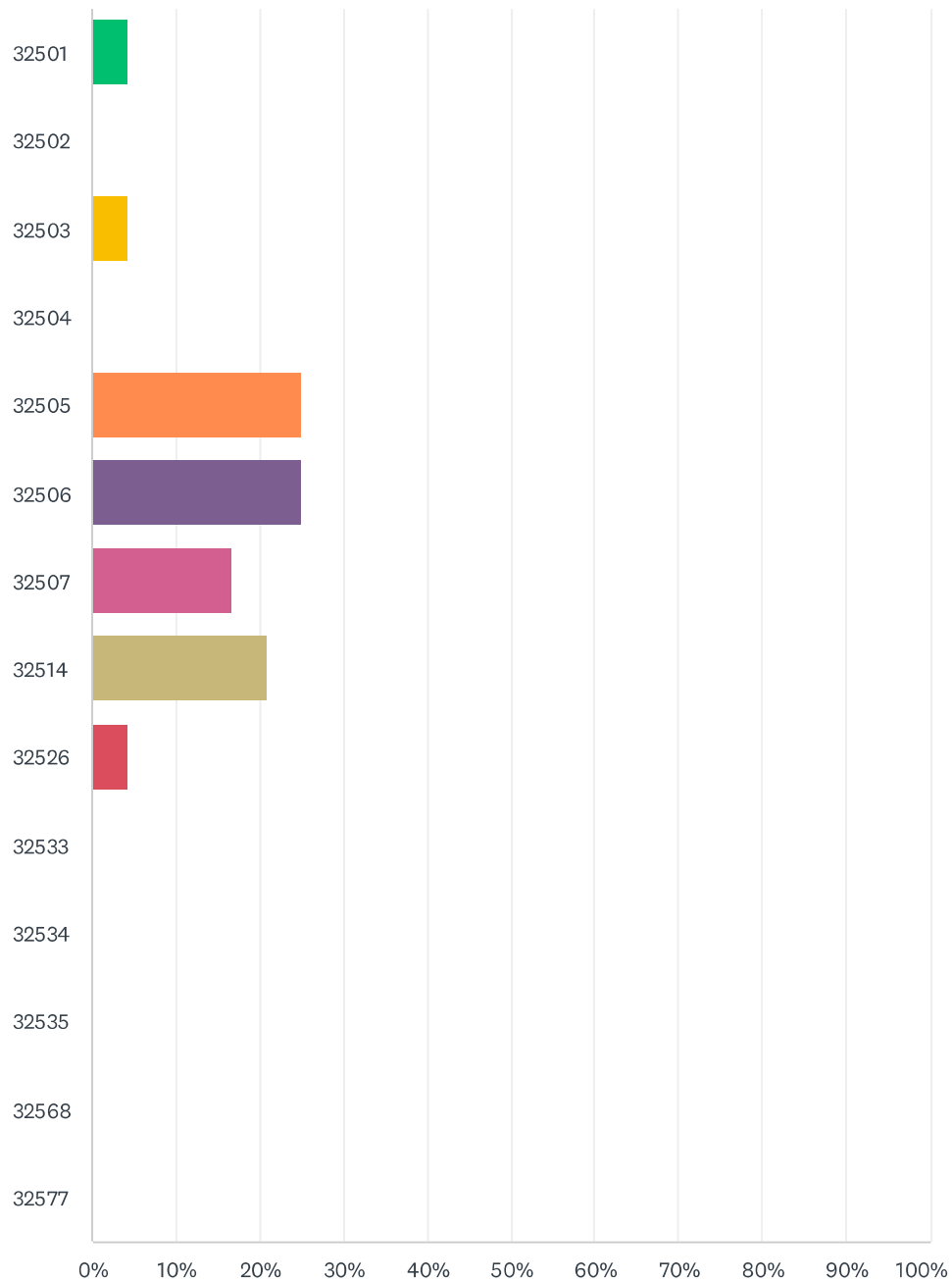
Answered: 24 Skipped: 0



ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
18-24	0.00%	0
25-34	4.17%	1
35-44	20.83%	5
45-54	12.50%	3
55-64	37.50%	9
65+	25.00%	6
TOTAL		24

Q14 What is your current ZIP code?

Answered: 24 Skipped: 0



2025 Resident Advisory Board Survey for Pensacola Housing

ANSWER CHOICES	RESPONSES	
32501	4.17%	1
32502	0.00%	0
32503	4.17%	1
32504	0.00%	0
32505	25.00%	6
32506	25.00%	6
32507	16.67%	4
32514	20.83%	5
32526	4.17%	1
32533	0.00%	0
32534	0.00%	0
32535	0.00%	0
32568	0.00%	0
32577	0.00%	0
TOTAL		24

Q15 Please write in any needs or comments for the Housing Choice Voucher program

Answered: 16 Skipped: 8

Q15 Please write in any needs or comments for the Housing Choice Voucher program

Answered: 16 Skipped: 8

#	RESPONSES	DATE
1	They should have central air	5/2/2025 3:18 PM
2	This is a request that those of responsibility please continue the efforts to continue this program. I am disabled and a senior and there are so many like me that falls into either category that needs help. Just because you're low income doesn't mean you're low.	5/2/2025 2:04 PM
3	I'm happy with the program, but would like to look for a 5 year program even 3 would be great.	5/2/2025 9:01 AM
4	I am so thankful that we was able to get a voucher because I don't know what I'll do if we did we will probably have to move with someone else because we cannot afford the rent with our income that we are getting if so we wouldn't be able to pay our bills so I am so thankful	5/1/2025 7:41 PM
5	I love it I've waited about 5 years until I finally got accepted I thank yall so much for putting a roof over me and my 5 kids God is so good 🙏🙏🙏🙏	5/1/2025 5:40 PM
6	Landlords do not want to rent to tenants on section 8. Also buildings that accept section 8 under the tax shelter program are cheaply built and tend to be in more crime ridden neighborhoods.	5/1/2025 5:16 PM
7	None to speak of.	5/1/2025 2:10 PM
8	The house choice voucher program is the best program there is in the this country and I am so proud to be a recipient of the program it helps me out a lot every month!.	4/30/2025 9:51 AM
9	Hello my name is Debra Pellet and I'm so grateful for the help of this program Think you.	4/29/2025 7:39 PM
10	I would like to thank you very much for everything that you do to help people!	4/29/2025 8:03 AM
11	To find more units for our voucher	4/28/2025 8:45 PM
12	Build more affordable housing for section 8 voucher holders who qualify as being disabled are 55+	4/28/2025 3:10 PM
13	Great if Pensacola, will offer, The Section 8 homeownership program, the Housing Choice Voucher (HCV) homeownership program.	4/28/2025 12:31 PM
14	I hope that this Voucher will stay in place , and continue to help people that are of low income .	4/27/2025 3:34 PM
15	I'm struggling so bad paying my portion of rent which is 657.00. I feel that portion is a bit much for me single parent with 4 children and maintaining my household all together. I only recieve 407.00 in food assistance light bill running 330.00+ water 150+ it's hard on me but I'm thankful for all the help as I'm in need of it.	4/26/2025 12:47 PM
16	Is very great I appreciate the program God bless	4/24/2025 2:31 PM

Q15 Please write in any needs or comments for the Housing Choice Voucher program

Answered: 16 Skipped: 8

#	RESPONSES	DATE
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**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, D.C. Reeves, the Mayor
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years 2025-2029 and/or Annual PHA Plan for
fiscal year 25/26 of the City of Pensacola Housing Department is consistent with
the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair
Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

City of Pensacola/Escambia County, Florida
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR § 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or
State Consolidated Plan.

The PHA Plan for the City of Pensacola Housing Department is consistent with the Consolidated
Plan in its missions and goals to provide decent, safe, and affordable housing to low-income
residents in the community.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will
prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official:

D.C. Reeves

Title:

Mayor, City of Pensacola

Signature:

Date:

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S.
Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information
are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to
ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing
instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD
may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Certifications of Compliance with PHA Plan and Related Regulations (Standard, Troubled, HCV-Only, and High Performer PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 25/26 , in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
 10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
 11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
 12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
 13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
 14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
 15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
 16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
 17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
 18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
 19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
 20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
 21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
 22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

City of Pensacola Housing Department
PHA Name

FL092
PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 2025/26

X 5-Year PHA Plan for Fiscal Years 2025 - 2029

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director: Meredith Reeves, Housing Administrator

Name Board Chairman: D.C. Reeves, Mayor

Signature

Date

Signature

Date

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-873

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

CITY OF PENSACOLA COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED PLAN FOR 2025-2029 AND ANNUAL ACTION PLAN FOR 2025-2026

RECOMMENDATION:

That City Council approve the Community Development Block Grant (CDBG) Consolidated Plan for 2025-2029 and Annual Action Plan for 2025-26 including the 2025-2026 CDBG proposed budget and activities summary for submission to the U.S. Department of Housing and Urban Development. Further, that City Council authorize the Mayor or designee to execute all documents related to the plans' submission and grant program administration, 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

As part of the U.S. Department of Housing and Urban Development's (HUD) Consolidated Plan process, the City of Pensacola Housing Department must prepare and submit a Five Year Consolidated Plan outlining City needs and goals for the designated period under the Community Development Block Grant (CDBG) program. The Consolidated Plan serves as the planning document for the next five years. Additionally, preparation of the Annual Action Plan is required each program year of the five year period to submit to HUD for approval to ensure continued receipt of CDBG funds as a direct entitlement community. The Annual Action plan covers the period October 1, 2025-September 30, 2026. The Annual Action plan identifies planned housing and community development activities and presents the proposed budget for the FY 2025-2026 funding request. The Consolidated Plan and Annual Action Plans are due to HUD on or before August 15, 2025 in order for continued receipt of CDBG funds by the City.

The proposed final City of Pensacola Annual Action Plan summary and proposed activities summary was published in the Pensacola News Journal on June 13, 2025 allowing for a minimum 30 day comment period as required by HUD. Citizen comments received during

public meetings and during the public comment periods reflect the need for ongoing housing and community development assistance in the community and were supportive of the proposed activities and budget.

PRIOR ACTION:

July 15, 2021 - City Council approved the prior Five Year Consolidated Plan for 2020-2025
August 5, 2024 - City Council approved the CDBG 2024-2025 Annual Action Plan

FUNDING:

Budget: \$823,536 (includes \$753,536 allocation plus estimated \$70,000 in program income)

FINANCIAL IMPACT:

No City general funds are required as all grant funding is received directly from HUD.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Meredith Reeves, Housing Administrator

ATTACHMENTS:

1. CDBG FY 25-26 Proposed Budget and Activities
2. CDBG 2025-2030 Consolidated Plan & 2025-26 Annual Action Plan

PRESENTATION: No

CITY OF PENSACOLA
2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES

HOUSING REHABILITATION:

Housing Rehabilitation Loan/Grant Programs

\$459,829*

Funds to repair and/or 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. Funds may also be utilized to provide temporary relocation assistance for households participating in City CDBG or HOME rehabilitation programs. Funding will provide for the rehabilitation/repair of 3-4 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.

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income of \$70,000 is included in the totals above).

PUBLIC FACILITIES AND IMPROVEMENTS:

Neighborhood Improvement Projects

\$100,000

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 or other infrastructure improvements; park and community center improvements; and new or upgraded street lighting.

PUBLIC SERVICES:

Nutritional Meal Programs

\$70,000

Funds will provide support for two nutritional programs through the Council on Aging of West Florida, Inc., Meals on Wheels and Senior Dining Sites, which are made available to 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

\$43,000

Provide financial literacy education for residents to include homebuyer and foreclosure prevention classes for low and moderate income residents to prepare residents for homeownership and provide guidance to existing owners to avoid foreclosure and retain ownership of their homes. Remaining funds may be utilized for fair housing activities or mediation to resolve disputes related to housing or other eligible public service activities.

PROGRAM PLANNING AND ADMINISTRATION:

General Grant Administration/Management

\$150,707

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

2025 CDBG GRANT ALLOCATION:
ESTIMATED PROGRAM INCOME:

\$753,536
\$70,000

TOTAL 2025 CITY OF PENSACOLA CDBG PROPOSED BUDGET

\$ 823,536

CITY OF PENSACOLA

COMMUNITY DEVELOPMENT BLOCK GRANT FIVE YEAR CONSOLIDATED PLAN

(October 1, 2025 – September 30, 2030)

AND

2025 - 2026 ANNUAL ACTION PLAN

(October 1, 2025 - September 30, 2026)

Housing Department
City of Pensacola
420 W. Chase Street
Pensacola, Florida 32502
Phone: (850) 858-0350
Fax: (850) 595-0113

Date: August 2025

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Five Year Consolidated Plan presents long range local affordable housing and community development needs for low/moderate income families within the jurisdiction for the period October 1, 2025 to September 30, 2030 and contains a description of resources to be allocated for programmatic activities during Annual Plan year October 1, 2025 to September 30, 2026. 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 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 jurisdictions to address the needs identified herein.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The major plan activities address the following needs: affordable housing opportunities for both renter and homeowners; community development needs within designated areas and eligible neighborhoods; 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 low/moderate income residents is a pressing issue for the jurisdiction. Housing needs are discussed in-depth in Sections NA-05 and MA-05.

Community development needs to support reinvestment in the City's redevelopment areas and CDBG eligible neighborhoods are discussed in Sections NA-50, MA-45, and SP-40. Coordinated efforts will be pursued to provide enhancements to these areas through both public improvements and public service activities with the goal of assisting these residents with attaining self-sufficiency and suitable living environments. The following priority objectives have been identified to address the jurisdiction's need:

1. Affordable Housing
2. Public Services

3. Public Facilities and Improvements
4. Neighborhood Redevelopment

3. Evaluation of past performance

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. As neighborhoods within the jurisdiction continue to transform, the resources to address public improvements and infrastructure continues to be an unmet need. Public service activities supported in the plan continue to provide much needed assistance to underserved populations within the City including elderly and/or disabled and low/moderate income residents and the homeless.

In preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) for submission to HUD activities are reviewed to determine the viability and success in addressing the needs of low/moderate income residents within the jurisdiction. The plan is posted to the City's website and is available for review upon request. Within funding limitations, activities are revised to address the changing needs of the community.

4. Summary of citizen participation process and consultation process

Citizen participation was achieved through various methods. Multiple public hearings were held in relation to the development of the Consolidated Plan as well as the 2025/26 Annual Action Plan. The City of Pensacola participated in conjunction with Escambia County in the initial public meeting held for the Escambia Consortium on April 8, 2025. The plan was advertised for 30 days in its final draft version for public review. Through the process, citizen comments were incorporated where appropriate. No comments were rejected.

A public meeting was held May 22, 2025 where input from community organizations nonprofits and citizens was solicited for preparation of the Five Year Consolidated Plan and Annual Action Plan. A public hearing was held June 16, 2025 where the Five Year Consolidated Plan and Annual Action Plan were presented and public comment was solicited. The plans were presented to City Council on July 17, 2025, providing another opportunity for citizen participation and review.

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.

5. Summary of public comments

Citizen comments were received during the public meetings and hearings and via staff consultation with local agencies and city staff. Comments ranged from the need for the continuance of housing rehabilitation and construction of new affordable housing to a broad range of public service activities to support at-risk populations to include the elderly, disabled, and homeless populations. Comments supported the need for public improvement and infrastructure activities such as drainage, street and sidewalk improvements and street lighting in order to support safe, walkable communities as well as assist in affordable housing development. Public facilities were also noted, specifically improvements to city owned parks and facilities, including ADA modifications.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments submitted through the public participation process were considered in the planning process.

7. Summary

Activities presented in the Five Year Consolidated and Annual Action Plans are generally available to assist low/moderate income families within the jurisdiction by supporting development or rehabilitation of affordable housing, providing suitable living environments, and creating opportunities to achieve self-sufficiency.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

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

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

Consultation of the plan began in March 2025 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. Citizen participation was achieved through various methods. Multiple public hearings were held in relation to the development of the Consolidated Plan as well as the 2025-26 Annual Action Plan. A public meeting was held May 22, 2025 and one public hearing was held June 16, 2025 where input from community organizations nonprofits and citizens was solicited for preparation of the Five Year Consolidated Plan and Annual Action Plan. The City of Pensacola participated in Escambia County's initial public meeting for Consortium wide activities related to HOME funding. The plan was advertised for 30 days in its final draft version for public review. 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 Office has developed long-standing relationships with other departments within the City and governmental agencies, nonprofit organizations, and community organizations, and community interest groups. The housing and community development 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 Five Year Consolidated Plan is presented in Section PR-10/Consultation of the Consortium's Five Year Consolidated Plan.

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., the Continuum of Care lead agency, initiated a Homeless Reduction Task Force of NWF with specific goals of reducing homelessness in the two county area. The City Housing Administrator served as a chair for the Housing Subcommittee on the task force through the end of 2024 and was recently selected to serve on the board for the Continuum of Care as the PHA

representative. The City Housing Administrator and City Councilwoman Allison Patton participated in the technical assistance offered through HUD via Florida Housing Coalition staff to Opening Doors as they sought to update and review their processes and charter in order to provide better services to the homeless community with more transparency.

The City allocated approximately one third of its SLFRF (ARPA) funding for homeless services and housing. These funds were utilized for rapid rehousing, homeless services, as well as recently awarded funding for temporary shelter facilities. The City also continues to administer Emergency Housing Voucher (EHV) funding specifically providing vouchers to homeless households, which was provided in coordination with and through referrals from Openings Doors.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Pensacola is not a direct recipient of Emergency Solutions Grant (ESG) funds. Escambia County did not receive ESG funding in the prior five year planning period, but stands to receive a small allocation this upcoming five year period. ESG funds may only be utilized for street outreach, emergency shelter, homeless prevention, rapid re-housing, HMIS, and limited administrative costs. The City will collaborate with Escambia County as needed for implementation of ESG funds. Opening Doors, the COC, receives an allocation of ESG funds directly from the State. The COC provides input on performance standards and outcomes for activities funded by ESG as well as policies and procedures related to HMIS administration.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2– Agencies, groups, organizations who participated

1	Agency/Group/Organization	ESCAMBIA COUNTY
	Agency/Group/Organization Type	Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted with Escambia County as another local government and Consortium lead.
2	Agency/Group/Organization	Area Housing Commission
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City Housing Department routinely consults with the Executive Director of the Area Housing Commission regarding housing needs in the community.
3	Agency/Group/Organization	AMR AT PENSACOLA, INC
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and 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.
4	Agency/Group/Organization	FL-511 Opening Doors of NW FL
	Agency/Group/Organization Type	Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Housing Administrator serves on the COC Board and routinely discusses the unmet needs of the homeless in the area with the Executive Director.
5	Agency/Group/Organization	CIRCLE, INC
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Members of the organization routinely contact the Housing Administrator regarding affordable housing development in the jurisdiction. A representative from this agency serves on the Affordable Housing Advisory Committee.
6	Agency/Group/Organization	COMM. EQUITY INVESTMENTS, INC
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Members of the organization routinely contact the Housing Administrator regarding affordable housing development in the jurisdiction. A representative from this agency serves on the Affordable Housing Advisory Committee.
7	Agency/Group/Organization	COUNCIL ON AGING OF WEST FLORIDA, INC.
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from this agency attended the June public meeting. The City has a long standing partnership with this agency which provides services to a underserved population in the jurisdiction.
8	Agency/Group/Organization	Community Action Program Committee
	Agency/Group/Organization Type	Housing Services - Housing Services-Children
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and 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.
9	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 Economic Development Market Analysis Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and 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.
10	Agency/Group/Organization	Catholic Charities of Northwest Florida, Inc.
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and 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.
11	Agency/Group/Organization	Lutheran Services Florida Inc.
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and 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.
12	Agency/Group/Organization	Waterfront Rescue Mission
	Agency/Group/Organization Type	Housing Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and 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.
13	Agency/Group/Organization	Escambia-Pensacola Human Relations Commission
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and 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.
14	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 Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and 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.
15	Agency/Group/Organization	United Way of Escambia County
	Agency/Group/Organization Type	Housing Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and 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 the residents.
16	Agency/Group/Organization	Lakeview Center
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and 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 the residents.
17	Agency/Group/Organization	Gulf Coast Veterans Healthcare System
	Agency/Group/Organization Type	Services-Health Other government - Federal
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City Housing Department administers the HUD-VASH program in cooperation with the Gulf Coast Veterans Healthcare System. The Housing Department Administrator and staff routinely coordinate with the VA in addressing the need of homeless veterans in the community.

Identify any Agency Types not consulted and provide rationale for not consulting

The City coordinates outreach efforts to housing providers and service agencies with the Consortium lead, Escambia County, to address needs within the jurisdiction. Members of these organizations were invited to all public meetings and hearings. Some groups did not provide a formal response.

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 of Northwest Florida	The Consolidated Plan strives to match HUD and COC strategic planning efforts as it relates to implementation of housing access for the homeless and extremely low income residents.
Local Housing Assistance Plan	City of Pensacola Housing	The LHAP serves as the planning document for State Housing Initiatives Partnership (SHIP) program funding from the State, which specifically targets affordable housing initiatives.

Table 3– Other local / regional / federal planning efforts**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))**

The City of Pensacola closely coordinated with Escambia County and the Escambia County Housing Finance Authority in preparation of the Consolidated Plan as an adjacent unit of local government and other public entity, respectively.

Narrative

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(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. Multiple public hearings were held in relation to the development of the Consolidated Plan as well as the 2025/26 Annual Action Plan. The City of Pensacola participated in conjunction with Escambia County in its initial Consortium wide meeting held within Escambia County. The plan was advertised for 30 days in its final draft version for public review. Through the process, citizen comments were incorporated where appropriate. No comments were rejected.

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.

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	Public Meeting	Non-targeted/broad community	Public meeting held by Escambia County on April 8, 2025	General discussion regarding anticipated HUD allocations	None	
2	Internet Outreach	Non-targeted/broad community	May 15 web notice of planning process and dates of initial public meeting and subsequent public hearing	None	None	

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	Newspaper Ad	Non-targeted/broad community	May 20, 2025 publication in Pensacola News Journal outlining planning process and dates of City's initial public meeting	None	None	
4	Public Meeting	Non-targeted/broad community	May 22, 2025 public meeting regarding planning process	None	None	
5	Newspaper Ad	Non-targeted/broad community	June 13, 2025 publication in Pensacola News Journal regarding proposed 25-26 annual plan budget and activities, availability of plans, and subsequent public meeting dates	None	None	

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)
6	Internet Outreach	Non-targeted/broad community	June 13, 2025 press release posted on city webpage and sent to media contacts related to public hearing and availability of plans	None	None	
7	Public Hearing	Non-targeted/broad community	June 16, 2025 public hearing concerning Plans and proposed activities.	Comments focused on housing and service needs for elderly and special needs households	None	
8	Public Meeting	Non-targeted/broad community	July 14 Agenda Conference and July 17, 2025 City Council meeting with final plans	None	None	

Table 4– Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Strategic Plan presents the City's vision for categorizing, prioritizing and facilitating the development of responses to identified housing and community development needs during the five year period from October 1, 2025 to September 30, 2030. The strategies have been developed in cooperation with other Consortium members, specifically Escambia County, with the intent of leveraging the limited available funds to meet the needs of the community as a whole. The plan is intended to support the common goals for all Consortium members including improving housing, revitalizing depressed neighborhoods, providing services for underserved populations, and fostering economic opportunities for lower income persons. Priorities targeting very low, low, and moderate income families include: rehabilitation of existing owner occupied housing; homebuyer assistance; expanding the availability of affordable rental units primarily for extremely low and very low income families; supporting neighborhood revitalization; assisting low/moderate income families reach self-sufficiency; and provide assistance to agencies meeting the needs of the underserved populations in the community.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Due to the age of the City, many of the neighborhoods were developed prior to the implementation of current standards for drainage. There is also need for community resource centers, recreational facilities, and streets and sidewalks that support walkable communities. In some instances, these deficiencies have resulted in severe surface runoff and erosion problems, and in extreme cases, flooding of streets and homes. Though low income areas qualify for CDBG support, there are many areas within the City which are in need of improvements but do not meet the benefit standard.

Projects to support reinvestment in the distressed neighborhoods will be varied and may range from public facilities to public infrastructure activities to support revitalization in the qualifying areas. The activities may include, but not be limited to, construction of new or rehabilitation of neighborhood resource centers in low and moderate income neighborhoods; providing for neighborhood enhancements such as parks and playgrounds and sidewalks or streetlights; and facilities for persons with special needs.

How were these needs determined?

The City of Pensacola identified non-housing related needs for the period encompassing the next five years, from a variety of local sources including local government and community plans, the City's Comprehensive Plan, various capital improvement plans, input for the City's Public Works, Parks and Recreation, Community Redevelopment Agency, Planning Services departments, and infrastructure assessments. Locally designated redevelopment areas and CDBG program qualifying neighborhoods will be targeted for funding during the next five year plan implementation. Project implementation will be driven by the availability of CDBG and other funding.

Describe the jurisdiction's need for Public Improvements:

Last year the City was impacted by a strong category two hurricane, this event resulted in flooding to streets and homes as well as damage to residences and businesses. During the next five years program funds will be used to address infrastructure needs. This may be accomplished by infrastructure studies and engineering designs and construction and/or reconstruction of drainage systems within older neighborhoods to address this need.

Older neighborhoods which are CDBG eligible, have deficient public improvements. These neighborhoods lack consistent lighting for safety as well as sidewalks for its residents. Additional neighborhood enhancements within program qualified areas will include street and sidewalk construction to support complete streets, streetscape enhancements, and constructions of recreational facilities. These improvements will be implemented in coordination with other City Departments and

neighborhood organizations within the designated community redevelopment areas and program qualifying neighborhoods.

How were these needs determined?

The City of Pensacola identified non-housing related needs for the period encompassing the next five years, from a variety of local sources including local government and community plans, the City's Comprehensive Plan, discussions with Department and Division Directors within the City, various capital improvement plans and infrastructure assessments. Locally designated redevelopment areas and CDBG program qualifying neighborhoods will be targeted for funding during the next five year plan implementation. Project implementation will be driven by the availability of funding.

Describe the jurisdiction's need for Public Services:

The jurisdiction has experienced an increasing need for public service activities to address the needs of underserved populations and low moderate income residents in the community in response to the pandemic. These services include, but are limited to, support for the homeless, elderly, low moderate income residents facing eviction or foreclosure, and food banks. As the jurisdiction begins to recover from the pandemic, support for service provider agencies in the area will play an important role in achieving normalcy.

As the need for assistance has grown throughout the pandemic, the Continuum of Care has initiated a Homeless Reduction Task Force of NWF with specific goals of reducing homelessness in a two county area. The City Housing Director and County Neighborhood Enterprise Division Manager are cochairing the Housing Subcommittee on the task force. The Housing Subcommittee is responsible for creating a plan to increase shelter capacity and permanent affordable housing beds in the community. The City is working closely with Escambia County, the Consortium lead agency, Opening Doors of Northwest Florida, Inc., the Continuum of Care lead agency, and other non-profit providers in the community to identify resources and programs that can be implemented to address the needs of the homeless population in the community.

The City will continue to work in conjunction with Escambia County and other service providers to develop activities, programs, and projects that will address the needs of underserved populations and low moderate income residents, to include, but not limited to, new construction and/or rehabilitation of existing emergency and transitional housing, the construction of an assessment center, and the development of programs to assist these families.

The City has long supported a local non-profit that provides nutritional meal services to elderly and/or disabled residents in the community. This plan supports the continuation of this service.

In support of area initiatives to foster self-sufficiency and financial literacy for low and moderate income residents in the community, the City offers homebuyer and foreclosure prevention classes. The City will

continue to provide this service to low and moderate income families and partner with other area providers, such as Legal Services of North Florida, Inc., to expand the programs reach.

How were these needs determined?

The City of Pensacola identified public service needs for the period encompassing the next five years, from a variety of local source including local government and community plans, the City's Comprehensive Plan, discussions with Department and Division Directors within the City and other agency and organization service providers in the community. Project implementation is driven by the availability of CDBG funding.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Pensacola, one of the oldest settlements in the United States, features several neighborhoods with historic designations. These areas contribute cultural and architectural value to the city; however, the age of the housing stock presents ongoing challenges related to maintenance, long-term sustainability, and environmental hazards, particularly lead-based paint.

Substantial residential development occurred during the 1960s and 1970s in areas north and east of the downtown core, with much of the city built out by the mid- to late-1980s. In recent years, driven by ongoing revitalization efforts in the downtown business district, developers have renewed interest in the urban core, focusing on mixed-use and multifamily developments. This trend aligns with national shifts toward walkable, amenity-rich neighborhoods and reflects broader demographic and economic changes.

Housing demand in Pensacola generally mirrors national trends, rising and falling with economic cycles and the balance of supply and demand. Since the COVID-19 pandemic, Pensacola has experienced marked increases in housing costs – for both ownership and rental — placing affordability at the forefront of local housing policy concerns.

According to the 2023 American Community Survey (ACS) 5-Year Estimates, Pensacola contains approximately 24,979 households, with 64% owner-occupied and 36% renter-occupied. Notably, 65% of the city's homes were built before 1979, and 11% were constructed before 1939, underscoring the prevalence of aging housing. Nearly 60% of very low-income households experience at least one serious housing problem, including cost burden, overcrowding, or lack of adequate kitchen or plumbing facilities. Many of these aging homes are located in designated redevelopment areas and have been identified as needing rehabilitation. In addition to structural and energy efficiency concerns, lead-based paint remains a persistent environmental health risk, particularly in pre-1978 homes.

Pensacola's housing stock is predominantly composed of single-family detached homes, which represent 71% of all units. Multifamily buildings with 10 or more units comprise approximately 13.5% of the housing supply. Although the market has recovered from the Great Recession, affordability remains a persistent issue.

Housing Market Analysis Overview - Addl Text

Between 2015 and 2023, the total number of housing units in Pensacola grew from 25,523 to 27,837, a 9% increase. However, this growth has not kept pace with housing demand. Over the same period, the occupancy rate rose from 86.6% to 89.7%, and the overall vacancy rate dropped from 13.4% to 10.3% —

clear indicators of a tightening housing market. The homeowner vacancy rate declined significantly from 3.0% to 1.1%, and the rental vacancy rate fell from 10.1% to 4.6%, suggesting intensified competition for both owned and rental units.

The effects of this tightening market are reflected in the 27% increase in median gross rent, which rose from \$954 in 2015 to \$1,209 in 2023. Nearly 47% of renter households are cost burdened, spending more than 30% of their income on housing — a clear sign of financial stress among low- and moderate-income renters.

Homeownership trends show similar pressure. The number of owner-occupied units with a mortgage rose from 7,255 in 2015 to 8,943 in 2023, while the median home value for mortgaged units nearly doubled, from \$149,100 to \$280,200. The overall median home value increased from \$142,400 to \$276,500, a 94% jump. This dramatic escalation in values has widened the gap between existing homeowners, who have benefited from equity gains, and prospective buyers, who now face significant barriers to entry.

A detailed comparison of "price asked" data for vacant-for-sale units in 2015 and 2023 underscores this shift. In 2015, affordable listings were common: 72 homes were priced between \$40,000 and \$49,999, and another 72 between \$70,000 and \$79,999. Listings over \$250,000 were almost nonexistent, and homes under \$100,000 represented a substantial share of the market. By 2023, the landscape had transformed: listings under \$100,000 had virtually disappeared, while homes priced between \$250,000 and \$399,999 dominated the market, including 78 units between \$300,000 and \$399,999. High-end listings also surged, with 34 units between \$500,000 and \$749,999 and 44 units over \$1 million — a price range that had no listings in 2015. These shifts reflect a structural affordability challenge in Pensacola's for-sale market, where lower-income households face shrinking opportunities to purchase homes without financial assistance.

As Pensacola continues to grow and attract new residents, these housing dynamics reflect both economic opportunity and significant pressure on affordability. A coordinated, equity-focused housing strategy is critical to preserving long-term stability, community diversity, and access to opportunity. Priorities for addressing the city's housing challenges are to expand affordable and workforce housing production, preserve and rehabilitate aging homes, increase the diversity of housing types across income levels, reduce regulatory barriers to infill and higher-density development (via Florida's Live Local Act), and bolster the City's housing programs designed to assist vulnerable households. Ensuring that the housing market remains responsive to community needs will be central to supporting Pensacola's continued vitality.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

This section provides an overview of key non-housing assets within the jurisdiction that enhance quality of life and support economic stability. These assets – such as infrastructure, public facilities, services, and community resources – are essential to meeting the current and future needs of residents. The assessment focuses on the availability, condition, and potential of these assets to advance community development goals and align with the broader vision of sustainable growth and opportunity.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	80	7	0	0	0
Arts, Entertainment, Accommodations	3,570	9,397	20	20	0
Construction	1,324	1,893	7	4	-3
Education and Health Care Services	4,060	15,477	22	32	10
Finance, Insurance, and Real Estate	1,868	3,230	10	7	-3
Information	245	486	1	1	0
Manufacturing	711	765	4	2	-2
Other Services	634	1,573	3	3	0
Professional, Scientific, Management Services	1,805	5,322	10	11	1
Public Administration	0	0	0	0	0
Retail Trade	2,819	8,273	15	17	2
Transportation and Warehousing	546	888	3	2	-1
Wholesale Trade	638	673	3	1	-2
Total	18,300	47,984	--	--	--

Table 5 - Business Activity

Data 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)
Source:

Labor Force

Total Population in the Civilian Labor Force	25,770
Civilian Employed Population 16 years and over	24,265
Unemployment Rate	5.83

Unemployment Rate for Ages 16-24	24.66
Unemployment Rate for Ages 25-65	3.50

Table 6 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector		Number of People
Management, business and financial	6,595	
Farming, fisheries and forestry occupations	880	
Service	2,695	
Sales and office	5,355	
Construction, extraction, maintenance and repair	1,205	
Production, transportation and material moving	1,025	

Table 7 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	18,094	81%
30-59 Minutes	3,265	15%
60 or More Minutes	919	4%
Total	22,278	100%

Table 8 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	1,075	70	680
High school graduate (includes equivalency)	3,475	395	1,370
Some college or Associate's degree	6,630	310	1,870
Bachelor's degree or higher	8,680	165	1,945

Table 9 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	30	55	115	85	405
9th to 12th grade, no diploma	255	510	460	610	695
High school graduate, GED, or alternative	1,485	1,880	915	2,440	2,340
Some college, no degree	1,255	1,710	1,355	2,440	1,810
Associate's degree	310	1,175	535	1,675	850
Bachelor's degree	460	2,010	1,445	2,640	1,870
Graduate or professional degree	50	1,680	615	2,750	1,710

Table 10 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	20,734
High school graduate (includes equivalency)	23,227
Some college or Associate's degree	33,461
Bachelor's degree	50,179
Graduate or professional degree	66,931

Table 11 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Based on data from the Business Activity table, the City of Pensacola's employment landscape is primarily concentrated in four major sectors: Education and Health Care Services; Arts, Entertainment, and Accommodations; Retail Trade; and Professional, Scientific, and Management Services. Together, these sectors account for nearly 80% of all local employment, highlighting both the strength and vulnerability of the regional economy.

Education and Health Care Services is the largest employment sector, with 15,477 jobs representing 32% of the city's total employment. This sector includes public and private educational institutions, hospitals, outpatient clinics, and eldercare services. It demonstrates strong and steady demand but also faces persistent workforce shortages, particularly in nursing, allied health, and technical support roles.

The Arts, Entertainment, and Accommodations sector employs 9,397 individuals (20%), reflecting Pensacola's status as a regional tourist destination. Alongside Retail Trade, which employs 8,273 people (17%), these sectors rely heavily on seasonal and visitor-based demand. While they provide accessible job entry points, they often offer lower wages and limited career advancement. These industries also proved highly vulnerable to disruptions during economic downturns or public health crises, underscoring the importance of economic diversification and resilience planning.

The Professional, Scientific, and Management Services sector, employing 5,322 workers (11%), encompasses a mix of higher-skilled, higher-wage occupations in fields such as consulting, legal services, engineering, and IT. Growth in this sector is essential to balancing Pensacola's service-heavy economy and providing long-term, sustainable employment opportunities.

Describe the workforce and infrastructure needs of the business community:

While Pensacola's concentration of employment in service-based industries reflects longstanding economic strengths, it also presents structural challenges that require intentional planning and investment to address. Key workforce issues include the following:

- A high proportion of jobs that require minimal formal education or training beyond high school;
- Predominance of low-wage roles, which contribute to underemployment and restrict pathways to economic mobility; and
- Economic vulnerability due to an overreliance on tourism and hospitality, making the local economy susceptible to seasonal fluctuations and external shocks, such as natural disasters (ie., hurricanes).

These realities underscore an urgent need for targeted workforce development strategies, particularly those aimed at the following:

- Expanding access to training in high-demand fields such as health care and skilled trades;
- Bridging skills gaps in science, technology, engineering, and mathematics (STEM) sectors; and
- Upskilling current workers in service-oriented industries for career advancement, supervisory roles, or entrepreneurship.

Although nearly 15,000 residents in Pensacola hold an associate's degree or higher, a disconnect remains between this level of educational attainment and the availability of higher-wage, career-track jobs. This gap suggests the need for more dynamic, employer-informed education and training pipelines. Strengthening partnerships among local employers, community colleges, and workforce investment boards is critical to aligning curriculum with in-demand industry needs and ensuring that residents are equipped with the requisite skills to be career-ready for sustainable careers.

To meet these challenges and position Pensacola for long-term economic growth, strategic investments in both workforce development and infrastructure are essential. Specifically, strategic investments that

promote economic opportunities, reduce poverty, and create a more inclusive and resilient local economy would meet the need for the business community and include the following:

- Expand training and certification programs in sectors with strong growth potential, including health care, advanced manufacturing, and professional services;
- Provide business support services, such as capacity-building workshops, that deliver sector-specific guidance to small and minority-owned enterprises and help them diversify beyond tourism-centric industries; and
- Improve infrastructure, particularly in transportation and digital access, to increase connectivity to employment hubs and training resources such as the Fricker Resource Center.

Strengthening human capital in alignment with business community needs will not only help the City of Pensacola meet its “Strive to Thrive 2035” benchmarks, but also establish a strong foundation for sustainable, equitable growth in the years ahead.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City of Pensacola is experiencing significant economic and physical transformation, driven by a combination of public and private investments that are poised to shape the local and regional economy throughout the planning period. Key among these is the ongoing downtown revitalization, which has catalyzed new housing construction, commercial development, and infrastructure improvements. This revitalization is not confined to the downtown core but is actively extending into adjacent Westside and Eastside neighborhoods – areas that have historically faced disinvestment. The expansion of revitalization into these neighborhoods is supported by federal funds aimed at enhancing neighborhood infrastructure, creating suitable living environments, and expanding access to affordable housing close to employment centers. These activities support regional goals of sustainable economic development and inclusive growth.

Additionally, Pensacola International Airport continues to emerge as a regional hub for aircraft maintenance, repair, and overhaul (MRO) operations. The airport’s growth in MRO-related businesses is contributing to a new industrial cluster focused on high-skill, high-wage employment. This trend is creating strong demand for specialized vocational training, apprenticeships, and workforce development programming in aviation technologies, mechanical trades, and related technical fields. Ensuring a pipeline of skilled workers in these areas will be essential to sustaining economic momentum and maximizing the long-term impact of these investments.

The tourism and hospitality sectors, which experienced sharp declines during the COVID-19 pandemic, are beginning to recover, supported by the area’s natural assets, cultural heritage, and improving

infrastructure. The resurgence of tourism will continue to be an important contributor to local employment and small business vitality, particularly in the downtown and waterfront districts.

Together, these developments signal a shift in the City's economic landscape—toward a more diversified and resilient economy anchored by healthcare, skilled trades, aviation, and tourism. To fully realize the benefits of these opportunities, the City must continue to invest in workforce development, affordable and workforce housing, and infrastructure upgrades, including transportation, broadband, and public utilities, to meet the evolving needs of residents and employers alike.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Pensacola's workforce generally aligns well with the city's dominant employment sectors, particularly education, health care, and professional services. Over 8,680 residents hold a bachelor's degree or higher, and an additional 6,630 have some college experience or an associate's degree. This level of educational attainment supports job placement in industries where postsecondary credentials are often required and where local demand remains high.

However, there are still significant gaps between the current skill base and the broader range of employment opportunities in the region. Around 1,075 individuals in the labor force have not completed high school, and another 3,475 list a high school diploma or GED as their highest credential. These individuals are more likely to be employed in low-wage, entry-level positions, with limited access to career advancement. Income data reflects this disparity: those without a diploma earn roughly \$20,734 annually, compared to more than \$66,900 for those with a graduate or professional degree. This sharp earnings gradient illustrates how educational attainment strongly correlates with economic opportunity.

Beyond formal education, a key challenge is the mismatch between current workforce credentials and the needs of technical and skilled trade industries. Many higher-paying roles in construction, advanced manufacturing, IT, and logistics require certifications or applied skills, rather than traditional four-year degrees. These credentials are currently underrepresented in the workforce, signaling a need for greater investment in industry-recognized, short-term training pathways.

A particularly promising area for workforce development is among adults aged 25 to 44, many of whom have some college experience but no degree. This group is well-positioned to benefit from upskilling and credential-completion programs, especially those designed to accommodate working adults. Flexible, employer-informed training models – such as apprenticeships, stackable credentials, and accelerated certificate programs – can help this population access in-demand jobs and move into higher wage brackets.

Additionally, to keep pace with a rapidly evolving economy, Pensacola will need to expand training in STEM fields, digital literacy, and skilled trades, areas where labor shortages could limit future business growth. Strengthening partnerships between K-12 schools, postsecondary institutions, and local

employers is essential for developing talent pipelines that are responsive to current and emerging industry needs.

In summary, while Pensacola has a relatively educated workforce that aligns with several key industries, significant gaps remain – particularly in technical skills and middle-skill occupations that don't require a four-year degree. Addressing these gaps through targeted training, credential alignment, and employer collaboration will be critical to ensuring the workforce can fully support and benefit from local job growth.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

CareerSource EscaRosa, the local workforce board, provides various training initiatives for employers. CareerSource EscaRosa provides the Work Opportunity Tax Credit Program for private for profit businesses to earn Federal tax incentives for hiring job seekers that fall within specific targeted groups. They also provide a Federal Bonding Program to allow employers to hire, with limited liability to their business, at-risk job applicants. FloridaWest also is tasked with economic development activities for the County, and they have also established Co:Lab as a business incubator. Pensacola State College was also recently awarded a CDBG-DR grant from the State called PSC Rebuilds to provide college credit/technical certificates for welding, carpentry, HVAC, plumbing, and electrical trades as well as non-credit expedited training in welding, masonry, carpentry, HVAC, plumbing, and electrical trades specifically for low/moderate individuals.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The FloridaWest Economic Development Alliance in coordination with the City, Escambia County, and PEDC updated its Five Year Strategic Plan in late 2022. A regional weakness identified was "workforce housing and rising costs," which can be a barrier to recruiting and retaining talent in various business sectors. Proposed public improvements improve quality of life and enhance community safety, which aids in attracting workers to our area. Additionally, creation of new affordable and attainable housing as well as rehabilitation of existing housing stock as proposed under this Plan supports economic development initiatives and growth in the community.

Discussion

As indicated by the preceding data, the dominant employment sectors for residents within the City of Pensacola include education, healthcare, and various service-related industries. While the healthcare sector provides opportunities for stable employment and comparatively higher wages, other leading employment categories – particularly in retail, hospitality, and food service – tend to offer lower wages and limited benefits. This occupational structure contributes to the economic vulnerability of many households and presents ongoing challenges for residents striving to achieve self-sufficiency.

Unemployment is notably concentrated among youth ages 16 to 24, with a reported rate of 24.6%, more than quadruple the overall unemployment rate of 5.83%. This disparity may reflect the limited availability of entry-level jobs, which are increasingly being filled by older workers seeking supplemental income due to stagnant job growth in other sectors. Additionally, more than one-third of individuals aged 18 to 24 in the City have not pursued education beyond high school or high school equivalent, further constraining their access to higher-paying employment.

The correlation between educational attainment and earning potential is clearly demonstrated in the data. Individuals with only a high school diploma or equivalent earn significantly less than those who have completed post-secondary education. The most notable income gains are observed between individuals holding a high school credential and those with a bachelor's degree – an increase of nearly \$10,000 annually. Earnings continue to rise for individuals with graduate or professional degrees, reinforcing the importance of accessible higher education and vocational pathways.

Despite the economic challenges faced by certain demographic groups, commuting time does not appear to be a major barrier to employment. Only 4% of the local workforce reports a commute of one hour or longer, suggesting that most residents can access jobs within a reasonable distance from their homes.

Looking ahead, economic trends indicate promising areas for job creation and wage growth. The continued expansion of Pensacola International Airport, particularly in aviation-related maintenance and repair operations, and the construction of a new regional hospital campus are expected to generate new, higher-wage employment opportunities across the skilled trades and healthcare sectors. These developments present a critical opportunity to align workforce training and education programs with emerging industry needs.

To maximize these opportunities, ongoing coordination with CareerSource Escarosa – the regional workforce development agency—and local institutions of higher education will be essential. These partnerships can help ensure that residents, particularly youth and underemployed adults, have access to the training and credentials necessary to compete for quality jobs. Continued investment in workforce and business development, especially when targeted toward high-demand industries, will play a vital role in improving economic mobility and long-term resilience for the City's residents.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Due to the age of the 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.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

An area of minority concentration is defined as a census tract block group where a majority of residents are minority (51% or more). Concentrations of minority families are generally found along the western boundary of the jurisdiction, with the exception of census tract 6 which includes the urban Longhollow, Eastside and a portion of Old East Hill neighborhoods abutting the I-110 corridor. In the City, census tracts 3, 4, 6, 13, 15, 16, and 18 all have minority concentrations.

A Qualified Census Tract (QCT) is a census tract where 50% of the households have incomes below 60% of the area median gross income or have a poverty rate of 25% or more. In the city limits the most recently released QCTs (effective date 1/1/2025) include census tracts 4, 12.02, 13, 15, 16, and 18.

2024 Florida Racially and Ethnically Concentrated Areas of Poverty (RECAPs) are defined as areas with poverty incidences at or over 40% and minority concentrations greater than 50%. In the City limits, the only RECAP is Census Tract 4.

What are the characteristics of the market in these areas/neighborhoods?

With the ongoing redevelopment of the downtown core, the City's urban center is experiencing a notable renaissance, marked by a resurgence in population and renewed interest in the surrounding neighborhoods. An increasing number of families are relocating to the urban core and adjacent areas, shifting long-standing demographic patterns and contributing to a more diverse and dynamic community. Developers are actively pursuing opportunities for new construction and redevelopment, with a focus on mixed-use projects and increased residential density. As these developments break ground and come to completion, they are expected to stimulate continued reinvestment in nearby neighborhoods, further enhancing the vitality and economic sustainability of the broader urban area.

Are there any community assets in these areas/neighborhoods?

The Urban Core, Eastside, and Westside neighborhoods were formally designated as redevelopment areas by the City in 1984, 2004, and 2007, respectively. Since that time, each has seen targeted

revitalization efforts, with the Urban Core experiencing significant progress. Notable developments include the construction of a waterfront park and a professional ball stadium and office building on City owned properties, both of which have contributed to the downtown area's resurgence as a vibrant entertainment district and retail destination.

In the Westside neighborhood, a nationally recognized stormwater improvement project – recently completed – incorporates a playground and walking path, offering both functional infrastructure and recreational benefits. The neighborhood also benefits from the presence of long-standing, community-focused faith-based organizations that are unique to the area.

Adjacent to the Eastside neighborhood, the City has secured CDBG-DR Infrastructure funding to complete a comprehensive stormwater management project under the I-110 corridor. When completed, the project will feature a skate park, walking trail, and a range of recreational amenities designed to improve quality of life and address critical infrastructure needs.

Are there other strategic opportunities in any of these areas?

Many of these neighborhoods contain privately owned vacant or underutilized parcels that present valuable opportunities for infill development, including both residential and commercial uses. However, the successful redevelopment of these properties will depend on several key factors: the availability of financing, resolution of clouded or unclear title issues, mitigation of environmental concerns, sustained community support, and the continued momentum of downtown revitalization efforts. Addressing these challenges will be essential to unlocking the full potential of these sites and advancing neighborhood redevelopment.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

2023 Census data supports that 95.1% of the households within the City have computing devices and 90.9% have access to broadband internet. Internet access in the City limits has increased overall from the last 5 Year Consolidated Plan review. However, access to broadband internet is more limited for lower income residents with 73.7% of households earning below \$20,000 with some type of broadband subscription (compared to 55% of households in this income category having internet access from the 2020 review). In households earning \$20,000 - \$74,999 annually, 89.8% have access to broadband internet, and in households earning \$75,000 or more annually, 96.4% have access to internet. (Source: American Community Survey, ACS 5 year estimates subject tables, Table S2801)

Some providers offer low cost internet options for eligible low income households in order to provide internet service to those citizens. The City is committed to providing broadband for its citizens in community resource centers and other public spaces where appropriate, as evidenced by recent grant funding for broadband expansion acquired through the state to update the Fricker Neighborhood Resource Center.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The area has access to multiple broadband internet service providers, including CoxInfinity, Earthlink, Spectrum, AT&T, Verizon, and others.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The jurisdiction is a coastal City with the core downtown business district located on the water. The City worked collaboratively with Escambia County in 2020 to prepare a multi-jurisdictional Local Mitigation Strategy Plan. The Plan is currently in the process of being updated in 2025. The 2020 plan outlined various hazard risks that may impact the City, with hurricanes and tropical storms, storm surge, and thunderstorm/lightning/wind identified as highest natural risks, followed by flooding, extreme heat, hail, and winter storm/freeze as medium risks. The 2020 plan indicates that the City has "a small threat from inland flooding as indicated by the FIRMS's, but the impact of storm surge would be much more devastating." This was experienced by the City during Hurricane Sally. Our area's recent winter storm from January 2025 where the area experienced extended freezing temperatures and record setting snowfall as well as extreme heat warnings in August 2024 where temperatures were in excess of 100 degrees highlights the varying extremes now being experienced in the area.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Low and moderate income (LMI) households may live in older housing stock or mobile homes that do not meet more stringent building codes to protect residents during a storm. Due to restrictions in the City's Land Development Code, there are very few mobile homes in the City limits, primarily restricted due to the vulnerability of this housing type during natural weather risks within the city limits. In situations where evacuations have been ordered, LMI households struggle with transportation to temporary emergency shelters or other safer housing. Staying in a motel is out of reach due to lack of savings either during a storm event or post storm if the LMI household's unit is damaged. Post-storm, LMI owner occupants often have difficulty in repairing or rebuilding as many of these owners do not carry homeowner's insurance, either due to not being able to afford it or due to not being able to secure a policy due to the condition of the home. Recovery is usually out of reach without some sort of government funding support and is of a longer duration. Many LMI renters do not carry renter's insurance, so any replacement of personal items is difficult without support from FEMA or other agencies. In events where the area experiences extreme hot spells, homeless and elderly populations will be most at risk to the effects with possibility of experiencing heat strokes and dehydration.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan presents the City's vision for categorizing, prioritizing and facilitating the development of responses to identified housing and community development needs during the five year period from October 1, 2025 to September 30, 2030. The strategies have been developed in cooperation with other Consortium members, specifically Escambia County, with the intent of leveraging the limited available funds to meet the needs of the community as a whole. The plan is intended to support the common goals for all Consortium members including improving housing, revitalizing depressed neighborhoods, providing services for underserved populations, and fostering economic opportunities for lower income persons. Priorities targeting very low, low, and moderate income families include: rehabilitation of existing owner occupied housing; homebuyer assistance; expanding the availability of affordable rental units primarily for extremely and very low income families; supporting the development of housing for persons with special needs; supporting neighborhood revitalization; assisting low/moderate income families reach self-sufficiency; and provide assistance to agencies meeting the needs of the underserved populations in the community.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 12 - Geographic Priority Areas

1	Area Name:	City Community Redevelopment Areas
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	See attached map for the Eastside and Westside CRAs.
	Include specific housing and commercial characteristics of this target area.	EASTSIDE: Principally residential in character with scattered commercial clusters along main corridors. Approximately 50% of the total structures are deteriorated, related to age with more than half of the housing stock built in 1939 or earlier. WESTSIDE: Substantial number of deteriorated structures, faulty lot layout, residential and commercial vacancy rates higher than in the City as a whole and governmentally owned land with adverse environmental conditions.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Both CRAs are designated community redevelopment area under state statutes requirements.
	Identify the needs in this target area.	Neighborhood redevelopment and revitalization, to include removal of dilapidated structures; maintenance and repair of existing commercial buildings; repair of residential structures; and the need for pedestrian facilities, drainage upgrades, and other capital improvements.
	What are the opportunities for improvement in this target area?	Residential and commercial rehabilitation and reuse; urban infill; affordable housing; and upgrades to or provision of new public facilities and infrastructure.

	Are there barriers to improvement in this target area?	Implementation of projects with funding availability taking into account the overall needs of all neighborhoods in the City. Eastside CRA has more limited TIF funding resources than the Westside CRA.
2	Area Name:	Pensacola City limits
	Area Type:	Local government jurisdiction
	Other Target Area Description:	Local government jurisdiction
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	City limits
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the state

While a specific geographic area is not prioritized in this plan, the City has identified several neighborhoods within the City of Pensacola's Community Redevelopment Areas for redevelopment and reinvestment as outlined by Florida law (Chapter 163, F.S.). These areas typically have older housing stock and infrastructure as identified in each area's redevelopment plan. HUD and other available funding will be used to leverage and support ongoing revitalization efforts in these areas as funding permits, primarily in the Eastside and Westside areas as these each contain predominantly low-moderate target areas. Resources will continue to be utilized City-wide for income eligible households as

well as CDBG eligible target areas. It should be noted that needs identified areas far outpace the available and projected funding resources.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 13 – Priority Needs Summary

1	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Local government jurisdiction
	Associated Goals	Housing Rehabilitation (Owner Occupied) Homebuyer Assistance Homebuyer & Foreclosure Prevention Grant Administration and Management

	Description	Affordable housing includes all types of housing activities for owner occupied and rental properties, to include acquisition, rehabilitation, purchase assistance, and associated costs to support affordable housing activities.
	Basis for Relative Priority	Data, consultation with Consortium staff, and public input support this as a priority.
2	Priority Need Name	Public Services
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Local government jurisdiction

3	Associated Goals	Public Services (General) Nutritional Meal Program Homebuyer & Foreclosure Prevention Grant Administration and Management
	Description	Provision of services for elderly residents, subsistence payments, fair housing services, foreclosure and homebuyer education to increase housing opportunities, legal services, homeless services, and other public services. These services are generally to aid area residents in maintaining their self-sufficiency and increase housing and economic opportunities.
	Basis for Relative Priority	Data, consultation with staff, and public input identify Public Services as a priority, primarily special needs and homeless populations.
	Priority Need Name	Public Facilities and Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Elderly Persons with Physical Disabilities Non-housing Community Development
	Geographic Areas Affected	Local government jurisdiction
	Associated Goals	Grant Administration and Management Public Improvements
	Description	Public facilities and improvement activities will primarily benefit low/moderate income areas and may include construction or rehabilitation of public facilities, to include parks and community center facilities, sidewalks, water/sewer improvements, street improvements, as well as ADA improvements to government buildings to remove architectural barriers to assist individuals with disabilities. Public infrastructure improvements may be undertaken to directly support affordable housing developments.

	Basis for Relative Priority	Data, consultation with City staff, and public input
4	Priority Need Name	Neighborhood Redevelopment
	Priority Level	Low
	Population	Low Moderate Non-housing Community Development
	Geographic Areas Affected	Local government jurisdiction
	Associated Goals	Grant Administration and Management Public Improvements Neighborhood Redevelopment
	Description	Activities to remediate slum and blight, to include neighborhood beautification, demolition/clearance activities, code enforcement, or other activities to arrest neighborhood decline.
	Basis for Relative Priority	Data identified in CRA plans, general data, consultation with staff, and public input.

Narrative (Optional)

Discussion of City needs is included in Needs Assessment Sections NA-05/Overview and NA-50/Non-housing Community Development Needs. Priority needs identified as having a "HIGH" priority are those most likely to be funded with limited City resources. Items noted as having a "LOW" priority are depended on additional outside funding or stakeholders to be completed during the term of this plan. Actual funding received during the term of the Consolidated Plan will determine the ability to implement projects in support of the needs identified above. Though not identified as a "Priority Need," Administration and Planning will be included annually for the delivery of all the needs and goals identified in this Plan. Administrative costs may not exceed limits set by HUD.

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 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, 2025 - September 30, 2030. For the planning period, funding will be used to support housing and community development activities within the City to include the following: Owner Occupied Housing Rehabilitation; Property acquisition; Homebuyer assistance; Neighborhood Revitalization, Public Facilities and Infrastructure; and Public Service activities including nutritional meal programs; Homebuyer and Foreclosure Prevention education and counseling; Legal services; and grant administration and program management.

Long term funding allocations 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, private and non-profit resources. Expected Amount Available in Year 1 incorporates estimated \$70,000 in CDBG program income.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				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	753,536	70,000	0	823,536	3,000,000	CDBG funds will be utilized in accordance with this plan to address housing and community development needs in the City of Pensacola

Table 14 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

When eligible, CDBG funds will be used as leverage in conjunction with City general fund allocations, local option sales tax funds, and other grant resources to complete community development activities, address housing needs, and provide services to meet the needs of City residents. Leverage may also be obtained through private funds through partner agencies.

State funds received as an allocation from Florida Housing Finance Corporation's State Housing Initiative Partnership program are used by the Consortium as match for the HOME Investment Partnership Program allocation.

If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan

The City has the opportunity to convey publicly owned property to not for profits for the development of affordable housing. Escambia County recently deeded 14 lots to the City for use for affordable housing and slum and blight removal, many of which are located in CRAs. Due to zoning and lot sizes, the properties are typically only suitable for single family development. The Housing Department is working with CRA staff, Planning, and the City Property Lease Manager regarding the disposition of lots. Currently three City owned infill lots are under construction at 2300 W. Jackson, 1491 N E Street, and 113 N Spring Street with estimated completed in fall 2025 to be targeted to moderate (at or below 80%) or middle (at or below 120%) buyers utilizing a land trust model. The City is also redeveloping a property at 925 E Jackson Street in coordination with a community land trust and anticipates 12 units at completion. The City CRA also has additional lots it owns being considered for future affordable housing development. With expected donation of the former Baptist Hospital site to the City, staff is also contemplating an affordable housing component in addition to general neighborhood redevelopment. The City will continue to review the suitability of parcels for housing or other community development needs.

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.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
PENSACOLA	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Public Housing Rental neighborhood improvements public facilities public services	Jurisdiction
Legal Services of North Florida	Regional organization	Non-homeless special needs public services	Region
ESCAMBIA COUNTY	Government	Homelessness Ownership Planning Rental	Jurisdiction
FL-511 Opening Doors of NW FL	Non-profit organizations	Homelessness Rental	Region

Table 15 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The multitude of organizations previously listed reflect a strong community commitment to addressing the unmet needs of low/moderate income families and the underserved population in the area. Both the volunteer 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. This situation will continue to worsen if funding levels continue to decline. Additionally, the recent pandemic has resulted in increased need throughout the community for assistance provided by the service organizations to the underserved populations in the community. The continually growing program requirements render participation by many small non-profits and small local governments cost prohibitive.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X	X	
Rental Assistance	X	X	X
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	
Transportation	X		
Other			

Table 16 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The Continuum of Care lead agency, Opening Doors of Northwest Florida, Inc., continues to foster partnerships with service providers, the faith based community, and local businesses in the community to address the unmet needs of homeless persons particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. The Continuum routinely pursues grant opportunities at the federal and state level to meet the needs of this underserved population. The City Housing Department has participated in the HUD-VASH program since 2009 working closely with the local VA Medical Clinic to provide housing and case management services for homeless veterans in the community and currently administers 203 HUD-VASH vouchers. The City has collaborated with the Homeless Reduction Task Force of Northwest Florida the past several years

which has had various subcommittees including housing/employment/workforce development; health care/mental health/case management; legal services/criminal justice; and faith based organizations/food/transportation. These subcommittees have sought to improve access to services for homeless persons in the community.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The community continues to engage in meaningful discussions which are leading to the development of outcome based goals promoting long term solutions. Participation in the Homeless Reduction Task Force has served to help identify some of the service gaps in the community, which has resulted in a "reboot" of the structure of the Continuum of Care agency in order to better serve homeless individuals and better connect service agencies providing those services. Many individuals and families find it hard to break the cycle of homelessness without some form of assistance or support. The local agencies tasked with providing social services continue to be underfunded and struggle to meet the growing demand for services and assistance. The biggest gap identified for homeless and special needs households still continues to be affordable housing.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City will continue to coordinate efforts through the Consortium and the Continuum of Care to identify opportunities to leverage funding from both the public and private sectors to expand the capacity of available resources and service delivery models.

SP-45 Goals - 91.415, 91.215(a)(4)

This Section provides an estimate of funding to be received over the five year plan period and projected outcomes.

Goals Summary Information

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation (Owner Occupied)	2025	2030	Affordable Housing	Pensacola City limits	Affordable Housing	CDBG: \$1,973,536	Homeowner Housing Rehabilitated: 20 Household Housing Unit
2	Homebuyer Assistance	2026	2030	Affordable Housing	Pensacola City limits	Affordable Housing	CDBG: \$25,000	Direct Financial Assistance to Homebuyers: 5 Households Assisted
3	Nutritional Meal Program	2025	2030	Non-Homeless Special Needs Non-Housing Community Development	Pensacola City limits	Public Services	CDBG: \$350,000	Public service activities other than Low/Moderate Income Housing Benefit: 400 Persons Assisted
4	Homebuyer & Foreclosure Prevention	2025	2030	Affordable Housing Non-Housing Community Development	Pensacola City limits	Affordable Housing Public Services	CDBG: \$200,000	Public service activities other than Low/Moderate Income Housing Benefit: 150 Persons Assisted
5	Public Services (General)	2026	2030	Non-Housing Community Development	Pensacola City limits	Public Services	CDBG: \$25,000	Public service activities other than Low/Moderate Income Housing Benefit: 20 Persons Assisted
6	Public Improvements	2025	2030	Non-Housing Community Development	City Community Redevelopment Areas Pensacola City limits	Public Facilities and Improvements Neighborhood Redevelopment	CDBG: \$400,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 400 Persons Assisted Other: 1 Other
7	Neighborhood Redevelopment	2026	2030	Non-Housing Community Development	City Community Redevelopment Areas Pensacola City limits	Neighborhood Redevelopment	CDBG: \$100,000	Other: 1 Other

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Grant Administration and Management	2025	2030	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Pensacola City limits	Affordable Housing Public Facilities and Improvements Public Services Neighborhood Redevelopment	CDBG: \$750,000	Other: 5 Other

Table 17 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Rehabilitation (Owner Occupied)
	Goal Description	Development of sustainable urban communities by providing decent housing and a suitable living environment for families at or below 80% of area median income to include rehabilitation of owner-occupied single family structures. Work may also include structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; the evaluation and control of lead based paint hazards for houses constructed prior to 1978; private sewer lateral connections, repairs, or upgrades; temporary relocation assistance; and administrative costs associated with housing rehabilitation activities.
2	Goal Name	Homebuyer Assistance
	Goal Description	Provide down payment/closing cost assistance through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home.
3	Goal Name	Nutritional Meal Program
	Goal Description	Direct public services to provide meals to low/moderate income elderly and/or special needs residents
4	Goal Name	Homebuyer & Foreclosure Prevention
	Goal 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.
5	Goal Name	Public Services (General)
	Goal Description	Other CDBG eligible public service activities as determined by the City to meet a local priority. May include subsistence payments, security deposits, fair housing services, or legal services.
6	Goal Name	Public Improvements
	Goal Description	Funds to support neighborhood improvement projects within CDBG eligible neighborhoods or in direct support of affordable housing development. Projects may include activities that remove architectural barriers to city owned public facilities; street rehabilitation/reconstruction, including the installation of sidewalks, handicap curb cuts and related improvements; sanitary sewer and/or stormwater drainage improvements or other infrastructure improvements; park and community center improvements; and new or upgraded street lighting.

7	Goal Name	Neighborhood Redevelopment
	Goal Description	Activities to remediate slum and blight, to include neighborhood beautification, demolition/clearance activities, code enforcement, or other activities to arrest neighborhood decline or provide economic development support for businesses in CDBG eligible areas. Funds may also be used to support purchase of real property for the development of affordable infill housing or other CDBG eligible use.
8	Goal Name	Grant Administration and Management
	Goal Description	Provide funding to ensure proper fiscal and programmatic management of the various activities undertaken with grant funds. Includes personnel services and operational expenses

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City is not a direct recipient of HOME funds. As a member of the Consortium, the City receives HOME funds allocated through Escambia County to conduct home purchase assistance or substantial rehabilitation of owner occupied residential properties. Escambia County is the Consortium lead and is the recipient of funds under the HOME Investments Partnerships Act. This information is presented in the Consortium plan.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP 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. The program provides for testing and assessment of surfaces for lead based paint by qualified consultants. Lead based paint abatement plans are prepared for housing units where lead based paint is discovered and required construction protocols are specifically followed in the completion of rehabilitation work. Only licensed and certified lead based paint abatement contractors are allowed to complete this work.

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 during the eligibility briefing. Additional protections are in place when units are occupied or will be occupied by children under 6 years of age. Section 8 unit inspections monitor and advised for corrections where deteriorated paint is present in targeted units in accordance with HUD regulations.

How are the actions listed above integrated into housing policies and procedures?

All units built prior to 1978 that are considered for City HUD rehabilitation projects are tested for the presence of lead based paint; it is anticipated that these practices will continue to eliminate this hazard.

Controls and construction oversight are all provisions of the local lead based paint assessment and abatement protocol and followed during all rehabilitation projects. Documentation and certification of all lead based paint abatement contractors is required prior to commencement of a project. For LBP abatement jobs undertaken under rehabilitation programs, an independent Risk Assessor monitors the site during work and returns to work at completion to ensure that LBP clearance is achieved. Owners are provided copies of educational materials prior to commencement of the work as well as provided copies of LBP assessments, work plans, and final clearance reports. As part of the initial Section 8 unit inspection, the units are examined for conditions which could potentially expose tenants to lead-based paint surfaces. Any identified problems are addressed during the inspection process and must be corrected by the landlord prior to entering into a contract with the Housing Department.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

According to 2023 American Community Survey data, an estimated 12.4% of households within the city have incomes below the federal poverty level. The City of Pensacola through various departments works with outside agencies to reduce poverty level families and increase household self sufficiency. These programs and strategies include credit and housing counseling, legal services, child care support, youth job internships, small business outreach, financial literacy and homeowner education to prospective first time homebuyers. Various economic development initiatives help create or retain jobs for low and moderate income individuals. The City through infrastructure improvements in low and moderate income areas is helping to create better investment environments as well as job creation opportunities. Development and preservation of affordable and attainable housing for owners and renters also reduces poverty level families by limiting the housing cost burden experienced by providing more affordable rents or housing payments as well as reduction in insurance and utility expenses on rehabilitation projects. The city frequently partners with outside agencies who are more often directly providing programs targeting poverty-level families.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Anti-poverty strategies coordinate with affordable housing plans in that affordable housing program participants generally are eligible for other anti-poverty services offered in the community. CDBG funding for eligible projects over the planning period will supplement City efforts as well as the efforts of social service agencies working with poverty level households. The City will continue outreach efforts to potential applicants to advise of available affordable housing opportunities.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

As a member of the Consortium, the City works closely with Escambia County the lead agency, to ensure compliance with all program and fiscal monitoring activities and will work toward the continued cooperative accomplishment of common housing and community development objectives. As an Entitlement Community, the City of Pensacola receives a direct formula allocation of CDBG funds. The City's Housing Department is responsible for oversight and management of these funds. Monitoring procedures will involve two approaches depending upon the method of service delivery, activities directly administered by the City and activities administered through a subrecipient.

Activities directly administered by the City will be monitored through extensive data collection, regulatory review, and compliance measures to ensure that all statutory and regulatory requirements are being met with respect to the Consolidated Plan and Annual Plan documents. Compliance monitoring will include, but not be limited to, the following requirements: Davis-Bacon, Section 3, Fair Housing, Equal Opportunity, and Procurement requirements. Information will be cross checked against applicant information to verify the accuracy and completeness of the data. For activities involving construction or renovation, on-site monitoring will be accomplished by qualified personnel to assure that the physical improvements are accomplished in accordance with governing standards, code, and program guidelines. The monitoring process will be reviewed to ensure the Consolidated Plan goals and objectives are being attained, if necessary, problem areas will be revisited. If required, substantial plan amendments will be implemented in accordance with the approved procedures.

Subrecipient activities are monitored to ensure compliance with the existing contract documents and program guidelines. On a monthly basis the City conducts a review of reports, financial/programmatic requests, and makes staff contact. On-site program monitoring or desk reviews are conducted to ensure compliance with programmatic, financial and regulatory requirements. Any problem areas are identified and every effort is made to promptly resolve the issue through training and/or non-punitive measures. The results of the monitoring, review, and assessments are compiled into the Consolidated Annual Performance Evaluation Report.

The Housing Department works with the City Finance Department with internal monitoring of activities as well as review of financial requests by outside agencies to ensure ongoing program compliance. Improvement processes occur on an ongoing basis. The City hires an external auditor who reviews and tests various grant programs for compliance, with a recent in depth monitoring of CDBG completed in 2024.

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, 2025 - September 30, 2030. For the planning period, funding will be used to support housing and community development activities within the City to include the following: Owner Occupied Housing Rehabilitation; Property acquisition; Homebuyer assistance; Neighborhood Revitalization, Public Facilities and Infrastructure; and Public Service activities including nutritional meal programs; Homebuyer and Foreclosure Prevention education and counseling; Legal services; and grant administration and program management.

Long term funding allocations 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, private and non-profit resources. Expected Amount Available in Year 1 incorporates estimated \$70,000 in CDBG program income.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				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	753,536.00	70,000.00	0.00	823,536.00	3,000,000.00	CDBG funds will be utilized in accordance with this plan to address housing and community development needs in the City of Pensacola

Table 18 - 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

When eligible, CDBG funds will be used as leverage in conjunction with City general fund allocations, local option sales tax funds, and other grant resources to complete community development activities, address housing needs, and provide services to meet the needs of City residents. Leverage may also be obtained through private funds through partner agencies.

State funds received as an allocation from Florida Housing Finance Corporation's State Housing Initiative Partnership program are used by the Consortium as match for the HOME Investment Partnership Program allocation.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has the opportunity to convey publicly owned property to not for profits for the development of affordable housing. Escambia County recently deeded 14 lots to the City for use for affordable housing and slum and blight removal, many of which are located in CRAs. Due to zoning and lot sizes, the properties are typically only suitable for single family development. The Housing Department is working with CRA staff, Planning, and the City Property Lease Manager regarding the disposition of lots. Currently three City owned infill lots are under construction at 2300 W. Jackson, 1491 N E Street, and 113 N Spring Street with estimated completed in fall 2025 to be targeted to moderate (at or below 80%) or middle (at or below 120%) buyers utilizing a land trust model. The City is also redeveloping a property at 925 E Jackson Street in coordination with a community land trust and anticipates 12 units at completion. The City CRA also has additional lots it owns being considered for future affordable housing development. With expected donation of the former Baptist Hospital site to the City, staff is also contemplating an affordable housing component in addition to general neighborhood redevelopment. The City will continue to review the suitability of parcels for housing or other community development needs.

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.

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 (Owner Occupied)	2025	2030	Affordable Housing	Pensacola City limits	Affordable Housing	CDBG: \$459,829.00	Homeowner Housing Rehabilitated: 3 Household Housing Unit
2	Nutritional Meal Program	2025	2030	Non-Homeless Special Needs Non-Housing Community Development	Pensacola City limits	Public Services	CDBG: \$70,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
3	Homebuyer & Foreclosure Prevention	2025	2030	Affordable Housing Non-Housing Community Development	Pensacola City limits	Affordable Housing Public Services	CDBG: \$43,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
4	Public Improvements	2025	2030	Non-Housing Community Development	Pensacola City limits	Affordable Housing Public Facilities and Improvements	CDBG: \$100,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Grant Administration and Management	2025	2030	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Pensacola City limits	Affordable Housing Public Facilities and Improvements Public Services Neighborhood Redevelopment	CDBG: \$150,707.00	Other: 1 Other

Table 19 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Rehabilitation (Owner Occupied)
	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	Nutritional Meal Program
	Goal Description	Direct service support for two nutritional programs through the Council on Aging of West Florida, Inc. (Meals on Wheels and Senior Dining sites), which are made available to low and moderate income elderly and special needs residents residing within the City limits.

3	Goal Name	Homebuyer & Foreclosure Prevention
	Goal Description	Provide financial literacy education for residents to include homebuyer and foreclosure prevention classes for low and moderate income residents to prepare residents for homeownership and provide guidance to existing owners to avoid foreclosure and retain ownership of their homes. Remaining funds may be utilized for fair housing activities or mediation to resolve disputes related to housing or other eligible public service activities.
4	Goal Name	Public Improvements
	Goal Description	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 or other infrastructure improvements; park and community center improvements; and new or upgraded street lighting.
5	Goal Name	Grant Administration and Management
	Goal Description	Funds to administer the City's CDBG Program which includes personnel services and operating expenses

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, 2025 to September 30, 2026. 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 & Foreclosure Prevention Program
5	Grant Administration and Management

Table 20 – 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 city limits, 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	Pensacola City Limits
	Goals Supported	Housing Rehabilitation (Owner Occupied)
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$459,829
	Description	Funding provides for the residential rehabilitation program and related activities.
	Target Date	9/30/2027
	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	Pensacola City Limits
	Goals Supported	Public Improvements
	Needs Addressed	Public Facilities and Improvements
	Funding	CDBG: \$100,000
	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	9/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	100 low/moderate persons for non-housing activities or 10 low/mod households for housing activities
	Location Description	City owned public facilities. 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	Pensacola City Limits
	Goals Supported	Nutritional Meal Program
	Needs Addressed	Public Services
	Funding	CDBG: \$70,000
	Description	Direct services to provide meals to low and moderate income elderly and/or special needs residents.
	Target Date	9/30/2026
	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 the Council on Aging.
4	Project Name	Homebuyer & Foreclosure Prevention Program
	Target Area	Pensacola City limits
	Goals Supported	Homebuyer & Foreclosure Prevention
	Needs Addressed	Public Services
	Funding	CDBG: \$43,000

	Description	Provide financial literacy education for residents to include homebuyer and foreclosure prevention classes for low and moderate income residents to prepare residents for homeownership and provide guidance to existing owners to avoid foreclosure and retain ownership of their homes. Remaining funds may be utilized for fair housing activities or mediation to resolve disputes related to housing or other eligible public service activities.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	25-30 low/mod income persons assisted (approximately 10-15 low/mod households)
	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
6	Project Name	Grant Administration & Management
	Target Area	Pensacola City limits
	Goals Supported	Grant Administration and Management
	Needs Addressed	Affordable Housing Public Services Public Facilities and Improvements Neighborhood Redevelopment
	Funding	CDBG: \$150,707
	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	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A. Funding provided for staff support for CDBG program administration.
	Location Description	Jurisdiction wide.
	Planned Activities	Funds to administer the 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.

Geographic Distribution

Target Area	Percentage of Funds
City Community Redevelopment Areas	
Pensacola City limits	100

Table 21 - 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 Council on Aging of West Florida, Inc. throughout the jurisdiction.

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 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-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.

The City utilized one-third of its allocation of American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) for housing programs and services, with \$3 million allocated to homeless projects and \$2 million allocated to general housing programs. The funding is intended to support housing stability for homeless and income eligible populations.

Meal programs (Meals on Wheels and Senior Dining sites) as provided by the Council on Aging of West Florida 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 was also recently successful in obtaining a \$5.8 million CDBG-DR grant from the State of Florida to address unmet owner occupied rehabilitation needs due to Hurricane Sally; implementation is anticipated during the upcoming 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 has implemented a homebuyer program utilizing ARPA 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 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 has been working with the City CRA to create an Attainable Infill Housing Program, which is anticipated to assist income eligible homebuyers using City owned parcels over the next year. Homebuyer assistance will also be offered under CDBG in order to provide sorely needed gap financing for buyers to be able to afford a modest home within the City limits.

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. Modifications to rehabilitation program policies and procedures are underway for HUD programs as well as State SHIP funding to address the City's lengthy rehabilitation waiting list. The City successfully applied for 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 include updates to the special vouchers sections to include opportunities related to foster youth initiatives as well as exploration of the use of project-based vouchers if funding permits and if practical. Remaining unencumbered balances of CDBG-CV funds is being used for rental deposits for homeless households under the EHV program.

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 2022 Rental Market Study as 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 7851 affordable rental units for households at or below 50% AMI or 771 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.

Legal Services Support under CDBG-CV, CDBG-DR, and ARPA will 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 received 35 vouchers under the Emergency Housing Voucher (EHV) Program, which is being administered with Opening Doors Northwest Florida. Opening Doors provides case management for the applicant and the program provides assistance with acquiring essential household items, supportive services, and deposits as needed. Both agencies will continue to provide support for homeless applicants under the program; many households have remained successfully housed for over a year and are renewing leases under the program. The City ARPA SLFRF for homelessness is providing supportive services as well as providing housing support, to include the provision of pallet shelters to implementing agencies.

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 volunteer 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. City staff served on the Homeless Reduction Task Force to help advance agency coordination and cooperation for homeless services, which is rolling under COC working committees in 2025. 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.

The City, as a member of the Consortium, supports the continued delivery of training and technical assistance for local not for profits and other interested agencies to assist with developing capacity. City staff are actively engaged in the Homeless Reduction Task Force of Northwest Florida, which has representation from various public and private housing and social service agencies and seeks to improve coordination among these various entities specific to homeless service providers.

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(I)(1,2,4)

Introduction

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 estimates receiving \$173,282 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(I)(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 \$70,000 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
2025-2030 Consolidated Plan
2025-26 Annual Action Plan**

Citizen Participation

Community Development Block Grant (CDBG) Program

PUBLIC NOTICE

The City of Pensacola, Florida, announces initiation of the public participation process that will facilitate the preparation of the Five Year Consolidated Plan covering the period October 1, 2025 – September 30, 2030 as well as the FY 2025 Annual Housing and Community Development Plan for the period October 1, 2025 – September 30, 2026. This process serves as a collaborative tool for the community by identifying or updating existing conditions with respect to housing and community development needs, goals and objectives.

The City's 2025-2030 Consolidated Plan will identify the community's housing and community development priorities, and target strategies to address priorities established in the next five fiscal years. The 2025 Annual Plan, when complete, will denote the city's action plan for the utilization of resources provided through the Fiscal Year 2025 Community Development Block Grant or other programs designed to address housing and community development needs.

A PUBLIC MEETING is being sponsored by the City of Pensacola to afford citizens the opportunity to provide input and recommendations regarding assisted housing, housing and community development related needs and priorities, supportive housing needs, and non housing community development needs within the city. The public meeting concerning the development of the Five Year Consolidated and Annual Action Plan will be held at **2:00 P.M. on Thursday, May 22, 2025**, Pensacola City Hall, Vince Whibbs Conference Room, at 222 W. Main Street, Pensacola, Florida.

In addition to direct input provided during the public meeting, written comments or input regarding local housing and community development needs or priorities will be accepted through May 30, 2025, and may be submitted to: City of Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521-0031, or via email to mreeves@cityofpensacola.com.

A PUBLIC HEARING is being sponsored by the City of Pensacola to afford citizens the opportunity to review and provide input on the draft 2025-2030 Consolidated Plan and 2025 Annual Action Plan. Draft plans are expected to be made available on or around June 2, 2025. The public hearing will be held at **4:00 P.M. on Monday, June 16, 2025**, at Pensacola City Hall, Vince Whibbs Conference Room, 222 W. Main Street, Pensacola, Florida. Written comments or input regarding the plans will be accepted through July 3, 2025 and may be submitted to: City of Pensacola Housing Department, PO Box 12910, Pensacola, FL 32521-0031 or via email to mreeves@cityofpensacola.com.

CDBG Plans and Reports

The HUD consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from HUD formula block grant programs.

The Consolidated Plan, which has a duration of five years, describes housing and community development priorities and multi-year goals based on an assessment of housing and community development needs, an analysis of housing market conditions, and available resources.

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

Grantees annually report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

- [CDBG Program Plans and Reports](#)

A citizen participation plan was developed in coordination with Escambia and Santa Rosa Counties that outlines the policies and procedures for citizen participation in the development of HUD consolidated plans, annual action plans, and the CAPER.

- [Citizen Participation Plan](#)

Contact Us

Housing

Physical Address

420 W. Chase St.
Pensacola, FL 32502

Mailing Address

P.O. Box 12910
Pensacola, FL 32521-0031

Phone: [850-858-0350](tel:850-858-0350)

Fax: 850-595-0113

TDD: 850-595-0102

See What's New On [The Housing Blog!](#)

Hours

Monday - Thursday

7 AM - 6 PM

[Directory](#).

FAQs

- [What is the Community Development Block Grant \(CDBG\) Program?](#)
- [How does the city receive CDBG funds?](#)
- [What type of projects are eligible to receive CDBG funding?](#)

[View All FAQs](#)

- [HAPCheck \(Housing Assistant Payment Information\)](#)
- [Important Housing Inspection Information \(PDF\)](#)

[View All Links](#)

 Government Websites by [CivicPlus®](#)

PUBLIC HEARING

**May 22, 2025 – 2:00 PM
City of Pensacola
Vince Whibbs Conference Room
222 W. Main Street
Pensacola, FL**

**Five Year Consolidated Plan
(For Plan Period October 1, 2025 – September 30, 2030)
&
Annual Action Plan
(For Plan Period October 1, 2025 - September 30, 2026)**

AGENDA

- I. Welcome and Introduction
- II. Overview of Consolidated and Annual Plans
- III. Overview of Grants and Eligible Activities (handout)
- V. Review of Public Participation Schedule and Plan(s) Process
- VI. Public Comments and Questions

AFFIDAVIT OF PUBLICATION

Meredith Reeves
Dept Of Housing/Legal Ads
420 W Chase St
Pensacola FL 32502-4708

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:

05/20/2025

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 05/20/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

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State of Wisconsin

PUBLIC NOTICE

The City of Pensacola, Florida, announces initiation of the public participation process that will facilitate the preparation of the Five Year Consolidated Plan covering the period October 1, 2025 – September 30, 2030 as well as the FY 2025 Annual Housing and Community Development Plan for the period October 1, 2025 – September 30, 2026. This process serves as a collaborative tool for the community by identifying or updating existing conditions with respect to housing and community development needs, goals and objectives.

The City's 2025-2030 Consolidated Plan will identify the community's housing and community development priorities, and target strategies to address priorities established in the next five fiscal years. The 2025/26 Annual Plan, when complete, will denote the city's action plan for the utilization of resources provided through the Fiscal Year 2025 Community Development Block Grant, or other HUD programs designed to address housing and community development needs.

A PUBLIC MEETING is being sponsored by the City of Pensacola to afford citizens the opportunity to provide input and recommendations regarding assisted housing, housing and community development related needs and priorities, supportive housing needs, and non housing community development needs within the city. The public meeting concerning the development of the Five Year Consolidated and Annual Action Plan will be held at 2:00 P.M. on Thursday, May 22, 2025, Pensacola City Hall, Vince Whibbs Conference Room on the 1st Floor, at 222 W. Main Street, Pensacola, Florida.

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 30, 2025, and may be submitted to: City of Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521-0031, or via email to mreeves@cityofpensacola.com. For further information, contact Meredith Reeves at 850-858-0311.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate in the hearing should contact 850-858-0350 at least 72 hours in advance of the event in order to allow time to provide the requested services.

May 20, 2025 11323752

AFFIDAVIT OF PUBLICATION

Meredith Reeves
Dept Of Housing/Legal Ads
420 W Chase St
Pensacola FL 32502-4708

STATE OF WISCONSIN, COUNTY OF BROWN

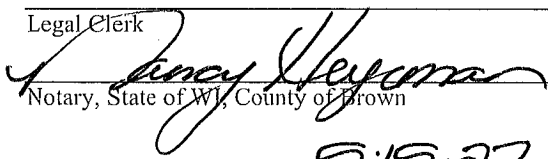
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Pensacola News Journal, a newspaper published in Escambia County, Florida; with circulation in Escambia and Santa Rosa Counties; that the attached copy of advertisement, 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:

06/13/2025

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 06/13/2025

Legal Clerk


Notary, State of WI, County of Brown

My commission expires

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NANCY HEYRMAN
Notary Public
State of Wisconsin

PUBLIC NOTICE
CITY OF PENSACOLA
HUD CONSOLIDATED PLAN
SUMMARY

The City of Pensacola has drafted the 2025/2026 Annual Action Plan for Housing and Community Development for the period October 1, 2025 September 30, 2026 and the Five Year Consolidated Plan for 2025-2030. The draft Annual Plan denotes the planning process and identifies the City's 2025/2026 Annual Action Plan for utilization of Community Development Block Grant (CDBG) funding to address housing and community development needs. Activities are generally available to assist eligible low and moderate income persons and areas. The draft 2025/2026 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 4 p.m. Monday through Thursday or may be viewed online at <https://www.cityofpensacola.com/198/Plans-Reports>

This section of the Plan incorporates the city's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2025 Community Development Block Grant (CDBG) funding which is summarized as follows.

CITY OF PENSACOLA
2025-2026 COMMUNITY
DEVELOPMENT BLOCK GRANT
(CDBG)
PROPOSED BUDGET AND
ACTIVITIES

HOUSING REHABILITATION:
Housing Rehabilitation Loan/Grant
Programs \$452,829*

Funds to repair and/or 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. Funds may also be utilized to provide temporary relocation assistance for households participating in City CDBG or HOME rehabilitation programs. Funding will provide for the rehabilitation/repair of 3-4 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.

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income of \$70,000 is included in the totals above).

PUBLIC FACILITIES AND
IMPROVEMENTS:
Neighborhood Improvement
Projects \$100,000

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 or other infrastructure improvements; park and community center improvements; and new or upgraded street lighting.

PUBLIC SERVICES:
Nutritional Meal Programs \$70,000

Funds will provide support for two nutritional programs through the Council on Aging of West Florida, Inc., Meals on Wheels and Senior Dining Sites, which are made available to 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 \$43,000

Provide financial literacy education for residents to include homebuyer and foreclosure prevention classes for low and moderate income residents to prepare residents for homeownership and provide guidance to existing owners to avoid foreclosure and retain ownership of their homes. Remaining funds may be utilized for fair housing activities or mediation to resolve disputes related to housing or other eligible public service activities.

PROGRAM PLANNING AND
ADMINISTRATION:
General Grant Administration
Management \$150,707

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

TOTAL 2025 CITY OF PENSACOLA CDBG PROPOSED BUDGET \$ 823,536

A PUBLIC HEARING is being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2025 Annual Plan. The hearing will be held at 4:00 P.M. (CST) on JUNE 16, 2025 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 Plans or local housing needs or priorities will be accepted through July 16, 2025, and may be submitted to: City of Pensacola Housing Department, PO Box 12910, Pensacola, FL 32521-0031 or via email

to mreeves@cityofpensacola.com. For further information, contact Meredith Reeves 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 (City at least 72 hours in advance of the event in order to allow time to provide the requested services.

June 13, 2025

Meredith Reeves

From: City of Pensacola Public Information <listserv@civicplus.com>
Sent: Friday, June 13, 2025 1:25 PM
To: Meredith Reeves
Subject: [EXTERNAL] Public Hearing on City of Pensacola CDBG Annual Plan June 16

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



WWW.CITYOFPENSACOLA.COM

PUBLIC INFORMATION OFFICE

Press Release

PUBLIC INFORMATION:

June 13, 2025

MEDIA CONTACT:

Dominique Epps
850-435-1629
depps@cityofpensacola.com

Public Hearing on City of Pensacola CDBG Annual Plan June 16

The City of Pensacola will host a public hearing Monday, June 16 at 4 p.m. regarding the proposed HUD Community Development Block Grant Annual Action Plan for Housing and Community Development for Oct.1, 2025 – Sept. 30, 2026. The hearing will take place in the Whibbs Conference Room, located on the first floor of City Hall, 222 W. Main Street.

The meeting will provide an opportunity for the public to provide comments on the proposed 2025-2026 Community Development Block Grant budget and activities prior to submission of the Annual Action Plan to the Pensacola 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 \$753,536 in CDBG funds for fiscal year 2025-2026.

A copy of the plans and proposed activities is available for review [online](#) and at the City

of Pensacola Housing Department at 420 W. Chase St. between 8 a.m. and 4 p.m. Monday through Thursday.

Written comments or input regarding the plan, local housing needs or priorities will be accepted until **July 16, 2025**, and should be submitted to the City of Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521-0031 or via email to mreeves@cityofpensacola.com.

For more information or general questions, email pio@cityofpensacola.com. To stay informed about what's happening with City of Pensacola government, sign up for email or text notifications through [Notify Me](#) or follow @CityofPensacola on social media.

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SIGN-IN SHEET

Project:	Public Hearing: City of Pensacola HUD Annual Plan	Meeting Date:	June 16, 2025
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Meeting Date: June 16, 2025

[illegible]

PUBLIC HEARING

**June 16, 2025 – 2:00 PM
City of Pensacola
Vince Whibbs Conference Room
222 W. Main Street
Pensacola, FL**

**Five Year Consolidated Plan
(For Plan Period October 1, 2025 – September 30, 2030)
&
Annual Action Plan
(For Plan Period October 1, 2025 - September 30, 2026)**

AGENDA

- I. Welcome and Introduction
- II. Overview of Consolidated and Annual Plans
- III. Discussion of Proposed Projects and Annual Funding
- V. Review of Public Participation Schedule and Plan(s) Process
- VI. Public Comments and Questions

**PUBLIC NOTICE
CITY OF PENSACOLA
HUD CONSOLIDATED PLAN SUMMARY**

The City of Pensacola has drafted the 2025/2026 Annual Action Plan for Housing and Community Development for the period October 1, 2025 - September 30, 2026 and the Five Year Consolidated Plan for 2025-2030. The draft Annual Plan denotes the planning process and identifies the City's 2025/2026 Annual Action Plan for utilization of Community Development Block Grant (CDBG) funding to address housing and community development needs. Activities are generally available to assist eligible low and moderate income persons and areas. The draft 2025/2026 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 4 p.m. Monday through Thursday or may be viewed online at <https://www.cityofpensacola.com/198/Plans-Reports>

This section of the Plan incorporates the city's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2025 Community Development Block Grant (CDBG) funding which is summarized as follows.

**CITY OF PENSACOLA
2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES**

HOUSING REHABILITATION:

Housing Rehabilitation Loan/Grant Programs

\$459,829*

Funds to repair and/or 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. Funds may also be utilized to provide temporary relocation assistance for households participating in City CDBG or HOME rehabilitation programs. Funding will provide for the rehabilitation/repair of 3-4 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.

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income of \$70,000 is included in the totals above).

PUBLIC FACILITIES AND IMPROVEMENTS:

Neighborhood Improvement Projects

\$100,000

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 or other infrastructure improvements; park and community center improvements; and new or upgraded street lighting.

PUBLIC SERVICES:

Nutritional Meal Programs

\$70,000

Funds will provide support for two nutritional programs through the Council on Aging of West Florida, Inc., Meals on Wheels and Senior Dining Sites, which are made available to 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

\$43,000

Provide financial literacy education for residents to include homebuyer and foreclosure prevention classes for low and moderate income residents to prepare residents for homeownership and provide guidance to existing owners to avoid foreclosure and retain ownership of their homes. Remaining funds may be utilized for fair housing activities or mediation to resolve disputes related to housing or other eligible public service activities.

PROGRAM PLANNING AND ADMINISTRATION:

General Grant Administration/Management

\$150,707

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

TOTAL 2025 CITY OF PENSACOLA CDBG PROPOSED BUDGET

\$ 823,536

A PUBLIC HEARING is being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2025 Annual Plan. The hearing will be held at 4:00 P.M. (CST) on JUNE 16, 2025 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.

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-20

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF LEASE AGREEMENT WITH UNIVERSITY OF WEST FLORIDA HISTORIC TRUST FOR INSTALLATION OF PRE FABRICATED RESTROOM PORTLAND LOO

RECOMMENDATION:

That City Council approve the lease agreement between the City of Pensacola and University of West Florida Historic Trust for the Portland Loo installation. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Lease Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #6 Public Spaces that Connect Communities.

This item seeks City Council approval for a lease agreement between the City of Pensacola and the University of West Florida Historic Trust. This agreement facilitates the installation of a prefabricated restroom unit, the Portland loo, at the Historic Trust's property located across from 115 Zarragossa Street, Pensacola, FL 32502. The Agreement includes provisions for the City's access to the premises for construction, operation, and maintenance of the restroom. The City will retain ownership of the restroom, while the Historic Trust will contribute \$70,000 towards the installation cost.

PRIOR ACTION:

FUNDING:

Budget: \$70,000 UWF Interlocal Agreement

\$116,752 Urban Core CRA

\$186,752 Total

Actual: \$159,136 Previous Base Bid (subject to change)

\$10,638 Bid Alternate

\$16,978 10% Contingency

\$186,752 Total

FINANCIAL IMPACT:

Funding for this project will come from a combination of funds from the UWF Historical Trust and Urban Core Community Redevelopment Area funding. The matching funds will be budgeted in the CRA unencumbered carryforward.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Russell Sweatt, Director Facilities and Fleet

ATTACHMENTS:

1. Museum Plaza Lease Agreement - Signed

PRESENTATION: No

**MUSEUM PLAZA
LEASE AGREEMENT**

Between

**WEST FLORIDA HISTORIC PRESERVATION, INC.
("LANDLORD")**

and

**THE CITY OF PENSACOLA
("TENANT")**

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") dated and effective this 19th day of May, 2025 ("Effective Date"), is entered into by and between **West Florida Historic Preservation, Inc.**, a Florida non-profit corporation and direct support organization to the University of West Florida ("Landlord"), whose address is 120 E. Church Street, Pensacola, Florida 32502, and **The City of Pensacola, Florida**, a municipal corporation ("Tenant"), whose address is 222 W Main Street, Pensacola, Florida 32502.

Whereas, Tenant has substantial experience and expertise in public infrastructure design, construction, and regulation in the City;

Whereas, Tenant wishes to provide a restroom facility in Museum Plaza;

Whereas, the Parties anticipate such improvements will further the public interest; and

Whereas, section 163.01, Florida Statutes, and other applicable provisions of law authorize this Agreement by conferring the authority to exercise or contract by agreement for Tenant to exercise those powers which are common to it and furthers Landlord's mission of promoting access to its managed properties.

NOW THEREFORE, in consideration of the mutual benefits and obligations herein set forth and for other good and valuable consideration receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE I **DEMISED PREMISES**

Section 1.01 In consideration of the covenants herein, Landlord hereby leases to Tenant, and Tenant rents from Landlord, the premises consisting of approximately 122 square feet located at Museum Plaza, 115 Zaragoza Street, Pensacola, Florida 32502 (as further described in Exhibit "A", the "Premises").

ARTICLE II **TERM, COMMENCEMENT, EXPIRATION DATE**

Section 2.01 The term of this Lease (the "Term") shall commence on the Effective Date and expire on January 22, 2035, or on such date that Landlord and Tenant mutually agree in writing that the restroom facility has reached its useful lifespan and is beyond repair and maintenance, whichever date comes first (the "Expiration Date"), unless sooner terminated as herein provided. The Lease may be renewed for five additional five-year terms. To exercise each renewal term, Tenant shall, no later than ninety (90) days prior to expiration of the current term, provide a maintenance inspection report of the Premises for Landlord's approval. The report shall be on a form as mutually agreed by the Parties.

ARTICLE III

RENT/FUNDING

Section 3.01 Tenant shall not be liable to Landlord for the payment of rent under this Lease.

Section 3.02 Beginning on the Effective Date, Tenant will construct and maintain a public restroom facility on the Premises. Tenant will be responsible for all construction and maintenance, including without limitation, the newly installed facility, utilities, and access to the facility.

Section 3.03 The Parties mutually acknowledge and agree that within thirty (30) calendar days upon completion and acceptance of the construction project, Landlord agrees to reimburse Tenant for one-third of the actual design and construction costs (estimated to be \$210,000), in an amount not to exceed \$70,000. Tenant will provide periodic updates to Landlord regarding the design and construction of the restroom facility. Tenant agrees to have the construction project finished no later than nine (9) months from the date this Lease is executed, subject to agreed extensions.

Section 3.04 During the Term, and any renewals, Tenant shall pay all operating expenses to maintain the Premises, which shall include landscaping, facility repair and cleaning, utilities, refuse and garbage collection, and security infrastructure.

Section 3.05 The Parties are each tax immune and exempt from payment of all sales, use or excise taxes.

ARTICLE IV

ALTERATIONS

Section 4.01 Tenant shall, with Landlord's prior written consent, install a public restroom facility (the "Alterations") on the Premises. Tenant's engineers and contractors shall be certified and licensed to do business in the jurisdiction in which the Premises is located and shall comply with the building codes, regulations and laws now or hereafter to be made or enforced in the municipality, county and/or state in which the Premises is located and which pertain to such work. All Alterations, and maintenance of Alterations, shall be conducted at Tenant's expense.

Section 4.02 Following final installation of the Alterations, Landlord may, upon ninety (90) days' written notice to Tenant, relocate the Alterations to another suitable location within the jurisdictional limits of the City of Pensacola. Any such relocation shall be at Landlord's sole cost, including permitting and associated site work, and must maintain Tenant's original goals of public accessibility and enhancing public amenities. Landlord acknowledges that Tenant may consider any proposal to relocate the Alterations outside of Downtown Pensacola as contrary to Tenant's stated goals.

Section 4.03 Upon conclusion of the Term, unless otherwise instructed by Landlord in writing, Tenant must fully restore the Premises to as good or better condition as the Premises existed on the Effective Date, including without limitation, repair and replacement of utilities,

turf, and landscaping. Any permanent Alterations made to the Premises, and any fixtures not removed by Tenant, shall become a part of the Premises and under the ownership of Landlord.

Section 4.04 Tenant will manage all design, approval, and construction phases of the Alterations. Tenant will seek Landlord's input and work with Landlord to design the Alterations. Tenant will provide engineering professional support as necessary and sufficient to design all portions of the project. Tenant will manage all necessary solicitations, coordination, and inspection of the construction.

Section 4.05 Landlord may, in its discretion and at its sole cost, alter the appearance of the Alterations, including through paint, adhesive wrapping, or other manner which does not impair the functionality of the Alterations. Prior to altering the appearance of the Alterations, Landlord shall follow the City's established processes for alterations to the exterior of buildings located within historic districts. If the appearance modifications are approved by Tenant, then Landlord shall be responsible for maintenance and repair of the altered appearance, including through re-painting, re-wrapping, or other manner necessary to maintain the altered appearance against wear and tear.

Section 4.06 Tenant will advise all staff and contractors that the Premises may contain subsurface cultural and archeological resources. Tenant shall notify Landlord prior to initiating any activity which may impact the sub-surface cultural and archaeological resources of the Premises. All artifacts and/or cultural material located upon the Premises either above or below the surface of the ground are the property of the State of Florida. Any person who removes artifacts or cultural materials without Landlord's written consent is subject to prosecution. Tenant shall be responsible for notifying Landlord if Tenant or Tenant's contractors or agents locate any item or indication of artifacts and or cultural resources on the Premises.

ARTICLE V

COMPLIANCE WITH LAWS

Section 5.01 Tenant will promptly comply in all material respects with (i) all present and future laws, ordinances, orders, rules, regulations and requirements of every duly constituted governmental authority or agent (including, but not limited to, the Americans with Disabilities Act), (ii) all requirements for maintenance of insurance policies herein required, at normal premiums, which may be applicable to the Premises, or to the use or manner of use of the Premises, or the tenants or occupants thereof, relating to the Premises and improvements, and (iii) except as otherwise provided for herein, all duties or obligations of any kind imposed by law, covenants, conditions, agreement or easements, upon the owner, occupant, tenant or any other interest in the Premises ("Requirements").

Section 5.02 This Lease is contingent upon full and final approval from the City of Pensacola Architectural Review Board ("ARB").

ARTICLE VI

UTILITIES

Section 6.01 Tenant will make available to the Premises all facilities (including pipes, conduits, and cables ready for hookup) for water, electricity, sewerage, and other utility for use on the Premises. Tenant, at Tenant's expense, shall pay for electrical power, water, sewerage and interior lighting, as applicable.

Section 6.02 Landlord shall not be liable to Tenant for any loss, damage or expense which Tenant may sustain or incur as a result of any failure, defect or change in the quantity or character of any utility furnished by the servicing utility company, nor for any interruption in the supply; unless Landlord is responsible for said failure, defect, interruption in supply or change in the quantity or character of any utility furnished. Tenant agrees that upon not less than forty-eight (48) hours prior notice, such supply may be interrupted by the utility company and/or the Landlord for inspection, repairs, replacement and in emergencies.

ARTICLE VII

USE OF PREMISES

Section 7.01 Tenant shall use and operate the Premises as a public restroom facility, together with such other use or uses as may be expressly permitted by Landlord in Landlord's discretion (the "Permitted Use"). It shall be Tenant's sole responsibility to obtain and maintain permits, approvals, certificates and licenses as may be applicable and necessary to allow Tenant to undertake the Permitted Use. Landlord shall cooperate with Tenant, at no material cost to the Landlord, in Tenant's endeavor to obtain said permit, approval, certificate or license. Tenant will not use or allow the Premises to be used or occupied for any unlawful purpose under state or local law, code or ordinance covering or affecting the use of the Premises.

Section 7.02 The Premises shall be closed to the public and shall not be operated by Tenant as a public restroom facility during up to twelve private events hosted by Landlord in its discretion per year (a "Permitted Closure"). Any Permitted Closure shall be limited to twenty-four (24) hours in duration. Landlord will provide notice of any Permitted Closure through signage posted at or near the Alterations. Additionally, during the duration of the Permitted Closure, Landlord may utilize fencing or other conspicuous indication of closure of the Premises.

ARTICLE VIII

INSURANCE

Section 8.01 Landlord acknowledges that Tenant is a political subdivision of the State of Florida. Tenant is self-insured under Florida Statutes Section 768.28 for liability and subject to the limitations promulgated therein, which are \$200,000 per individual or \$300,000 aggregate per incident. Tenant shall provide a letter of self-insurance to Landlord.

Section 8.02 Anything to the contrary in this Lease notwithstanding, neither Landlord nor Tenant shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other

tangible property when such loss is caused by any of the perils which are included in a standard policy of full replacement cost coverage for fire, theft and all risk coverage, even though such loss or damage might have been occasioned by the negligence or omission of such party. Landlord and Tenant agree to cause their respective insurance policies covering the Premises and the contents thereof to contain an appropriate provision or endorsement whereby the insurer agrees that the insurance policy and coverage will not be invalidated by reason of the foregoing waiver of the right of recovery against Landlord or Tenant, as the case may be, for loss occurring to the properties covered by such policies, and whereby such insurers also waive any right of subrogation against the Landlord or Tenant, as the case may be.

ARTICLE IX

DAMAGE BY FIRE OR CASUALTY

Section 9.01 Tenant agrees to immediately give Landlord notice of any known fire or other casualty affecting the Premises. In the event the Premises should be totally destroyed by fire or other casualty, or in the event the Premises (or any portion thereof) should be so damaged that rebuilding or repairs cannot be completed within ninety (90) days by Tenant, Landlord or Tenant may, at its option, terminate this Lease, by written notice to the other Party.

ARTICLE X

CONDEMNATION/EMINENT DOMAIN

Section 10.01 If the whole or a “substantial portion” of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or if title to the Premises or a “substantial portion” of the Premises shall be conveyed to the condemning authority by private sale in lieu of condemnation, this Lease shall terminate as of the date of such taking. A “substantial portion” of the Premises shall mean a taking of more than fifty percent (50%) of the leasable square footage of the Premises, or so much of the leasable square footage of the Premises that would not permit the operation of the facilities, or so much of the leasable square footage of the Premises that would cause the revocation of any licenses, permits, registrations, and approvals held by the Tenant.

ARTICLE XI

ASSIGNMENT OR SUBLETTING

Section 11.01 Tenant may not assign, sublet, or transfer this Lease.

ARTICLE XII

ENTRY BY LANDLORD

Section 12.01 Landlord, by its duly authorized employees and agents, may enter the Premises at any time, with or without notice.

ARTICLE XIII

SURRENDER

Section 13.01 On the last day of the Lease Term, or the sooner termination thereof, Tenant shall peaceably surrender the Premises restored to its prior condition, or better including, without limitation, repair, removal, and restoration of utilities and replacement of turf and landscaping, in good order and repair, and free and clear of all liens and encumbrances caused directly or indirectly by its agents, contractors or employees.

ARTICLE XIV

DEFAULT

Section 14.01 In the event of any violation by Tenant of the covenants, agreements and conditions herein provided, and the failure to cure such violation within thirty (30) days after notice in writing of such violation by Landlord to Tenant, the same shall constitute an "Event of Default." Should any such Event of Default be incapable of being cured within the thirty (30) day period, Tenant shall have up to an additional thirty (30) days to cure the default provided Tenant commences the cure of the default within the original thirty (30) day period and diligently proceeds to cure the default.

In the event of any Event of Default by Tenant which is not cured pursuant to the terms of this Lease, Landlord may proceed to recover possession of the Premises under and by virtue of the provisions of the laws of the jurisdiction in which the Premises is located, or by such other proceedings, including re-entry and possession, as may be applicable. If this Lease is terminated or Landlord recovers possession of the Premises before the expiration of the Term by reason of Tenant's default as hereinabove provided, Landlord shall have the right to remove all Alterations. Tenant shall be liable for all damages sustained by Landlord incurred in restoring the Premises to the condition as of the Effective Date.

Section 14.02 Notwithstanding anything to the contrary herein, Tenant shall have the right to terminate this Lease at any time during the Term upon sixty (60) days written notice, with or without cause. If Tenant exercises this termination option, Tenant shall remove all Alterations and return the Premises to pre-Lease condition or better, including without limitation repair of utilities and replacement of turf and landscaping, prior to termination.

ARTICLE XV

BANKRUPTCY OR INSOLVENCY

Section 15.01 If, at any time during the Term of this Lease, Tenant shall make an assignment for the benefit of its creditors; file a voluntary petition in bankruptcy; or an involuntary petition is not dismissed within thirty (30) days after the filing thereof; or is adjudicated bankrupt or insolvent; or admits in writing its inability to pay debts generally as they become due; then and in any such event, Landlord may at its option terminate this Lease and all rights of Tenant herein, by giving to Tenant notice in writing of the election of Landlord so to terminate thirty (30) days in advance of such termination, and in such event neither Tenant nor any person claiming by, through or under Tenant by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the Premises.

ARTICLE XVI
REPAIRS AND MAINTENANCE

Section 16.01 Tenant, at Tenant's sole cost and expense, assumes all responsibility and obligation for the exterior and interior physical condition of the Alterations, including repairs and replacements, unless such repairs or replacements are occasioned by the sole negligence or misconduct of Landlord or its agents, contractors, and employees. Tenant shall be responsible for any repairs or improvements required by any laws, rules, regulations, or requirements of all public authorities, or the fire insurance rating association having jurisdiction.

Section 16.02 Tenant shall maintain the Alterations in good and sanitary condition and working order at all times. Tenant shall perform all repairs within thirty (30) days of receiving written notice from Landlord. If the Alterations, or any portion thereof, is out of order frequently or for extended periods of time, or otherwise not maintained in good and sanitary condition, Landlord shall have the right to Terminate this Lease without further recourse.

Section 16.03 Tenant shall reimburse Landlord for the cost of temporary restroom facilities during such time the Alterations are not in good and sanitary working condition.

Section 16.04 Notwithstanding the foregoing sections, Landlord shall ensure that any person or entity renting Museum Plaza or otherwise having access to utilize the Alterations during a Permitted Closure enters into a written agreement holding them responsible for any repairs or replacements necessitated by damage to the Alterations during such Permitted Closure. Additionally, Landlord will clean the Alterations, including removal of all debris, immediately following a Permitted Closure.

ARTICLE XVII
NOTICES

Section 17.01 Any notice required or permitted under this Lease shall, unless otherwise specifically provided herein, be deemed sufficiently given or served if delivered personally to such other party or, if mailed by certified mail return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service addressed, as the case may be, to:

Landlord at:
West Florida Historic Preservation, Inc.
c/o Robert Overton
Executive Director
P.O. Box 12866
Pensacola, FL 32591

Tenant at:
The City of Pensacola
c/o City Administrator
222 W. Main Street
Pensacola, Florida 32502

The addresses to which any notice, demand, or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice. Until notice of a change of address is received, a party may rely upon the last address received.

Section 17.02 Notice shall be deemed given on the date delivered (if hand delivered), the next business day after deposit with a nationally recognized overnight delivery service, or two (2) business days after mailing (if mailed). Either party may, by giving seven (7) days written notice, at any time designate a different address to which notices shall subsequently be mailed.

ARTICLE XVIII **PARTIES BOUND**

Section 18.01 The obligations of this Lease shall bind and benefit the successors and permitted assigns of the Parties with the same effect as if mentioned in each instance where a party is named or referred to.

ARTICLE XIX **SUBORDINATION AND ENCUMBRANCES**

Section 19.01 This Lease shall be subject and subordinate at all times to the liens of any mortgages or deeds of trust in any amount or amounts whatsoever now or hereafter placed on or against the Premises or any part thereof, or on or against Landlord's interest or estate therein or on or against any ground or underlying lease. This subordination provision shall be self-executing, but contingent upon Tenant's receipt of a non-disturbance and attornment agreement from any such superior lienholder. Upon written request of Landlord, Tenant will execute any further written instruments as may be reasonably necessary to effect the intent of this paragraph, and will, from time to time as may be necessary, provide a fully executed tenant estoppel letter upon at least seven (7) days' notice from Landlord.

ARTICLE XX **BROKER**

Section 20.01 Each of Landlord and Tenant covenants and agrees that each of Landlord and Tenant, respectively, has not dealt with any broker or brokers concerning this Lease transaction. Landlord and Tenant agree to indemnify, defend, and hold the other harmless from and against any expense or liability, inclusive of payment of any reasonable legal fees incurred by the other, arising out of any other claims for brokerage commission or finder's fee arising out of or based on their respective acts or omissions with any brokers.

ARTICLE XXI **GENERAL PROVISIONS**

Section 21.01 Each individual executing this Lease on behalf of a Party represents and warrants to the other Party that such individual is authorized to execute this Lease and bind such Party.

Section 21.02 This Lease contains all of the covenants, agreements, terms, provisions, conditions and understandings relating to the leasing of the Premises hereunder and Landlord's obligations in connection therewith and neither Landlord nor any agent or representative of Landlord has made or is making, and Tenant in executing and delivering this Lease is not relying upon, any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Lease. All understandings and agreements, if any, heretofore had between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. This Lease may not be amended except by an instrument in writing executed by Landlord and Tenant.

Section 21.03 The invalidity of one or more phrases, articles, sections, sentences, clauses or paragraphs contained in this Lease shall not affect the remaining portions of this Lease, and in the event that any one or more should be declared invalid, this Lease shall be construed as if such invalid phrases, articles, sections, sentences, clauses or paragraphs had not been inserted herein.

Section 21.04 Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. It is expressly understood and agreed that the provisions contained in this Lease, or any acts of the parties hereto shall not be deemed to create any relationship between Landlord and Tenant other than the relationship of a landlord and a tenant. No Party shall hold itself out contrary to the terms of this Lease and no Party shall become liable by any representation, act or omission of the other.

Section 21.05 The language in all parts of this Lease shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Landlord or Tenant. The construction of this Lease and any of its various provisions shall be unaffected by any argument or claim, if justified, that it has been prepared, wholly or in substantial part, by or on behalf of Landlord. Time is of the essence of this Lease and each and all of its provisions.

Section 21.06 The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease and the parties waive any argument to the contrary.

Section 21.07 No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party providing the waiver. No waiver by either Party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply. Additionally, nothing contained herein shall be construed as a waiver of sovereign immunity or as a waiver of damages or limitations under Florida Statute 768.28.

Section 21.08 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED
AS OF THE DATE FIRST WRITTEN ABOVE.

WITNESS:

By: 
Name: J Collier Merrill
Address: 226 South Palmyra

LANDLORD:


West Florida Historic Preservation, Inc.
By: Robert Overton, Executive Director

ATTEST:

Ericka L. Burnett, City Clerk

(City Seal)

TENANT:

The City of Pensacola
By: D.C. Reeves, Mayor

Legal in form and valid as drawn:

City Attorney

EXHIBIT A **PREMISES**

Approximately 122 square feet of outdoor space situated at Museum Plaza in Pensacola, Florida, described as 115 Zaragoza Street, Pensacola, Florida 32502, as depicted below in red outline.



The facility will be oriented as depicted by the yellow outline below:





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-866

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

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

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts and Neighborhoods

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

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

Since March 2021, the City has approved addendums to Valencia's partial assignment, last extending the agreement in March 2025. The City and Valencia have remained engaged throughout with a term sheet now agreed upon, and seek to extend the term of their partial assignment for another six months through December 31, 2025 via this ninth addendum, for the purpose of continuing progress towards a workable parking solution.

PRIOR ACTION:

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

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

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

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

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

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

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

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

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

November 15, 2024 - City approved the Seventh Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through March 30, 2025

March 27, 2025 - City approved the Eighth Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through June 30, 2025.

FUNDING:

N/A

FINANCIAL IMPACT:

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

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/18/2025

STAFF CONTACT:

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

ATTACHMENTS:

1. Ninth Addendum to Valencia Option Agreement for Lot 7 - partially executed

PRESENTATION: No

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

This **NINTH ADDENDUM TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF THE OPTION AGREEMENT** (this “**Ninth Addendum**”), dated effective as of June 30, 2025 (the “**Effective Date**”), is entered into between the **CITY OF PENSACOLA, a Florida municipal corporation**, 222 West Main Street, Pensacola, Florida 32502 (“**City**”), and **VALENCIA DEVELOPMENT CORPORATION, a Texas corporation**, 4400 Post Oak Parkway, Suite 2800, Houston, Texas 77027 (“**Valencia**”). City, Valencia, and their successors are each a “**Party**,” and collectively referred to herein as the “**Parties**”.

RECITALS

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

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

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

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

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

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

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

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

and expiring on June 30, 2024; and

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

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

WHEREAS, City and Valencia desired to extend the term of the term of the Valencia Option Agreement and entered into an Eighth Addendum to the Valencia Option Agreement, with an effective date of April 1, 2025; and

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

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

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

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

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
2. Term. The Option Term is extended and will automatically expire at midnight on December 31, 2025, unless duly extended, exercised, or sooner terminated as provided in the Valencia Option Agreement.
3. No Other Revisions to the Valencia Option Agreement. Except as expressly set forth above, none of the terms and conditions of this Ninth Addendum shall be deemed to modify or amend any of the terms and conditions of the Valencia Option Agreement and its addendum(s), and the Valencia Option Agreement, as amended, shall remain in full force and effect during the term of this Ninth Addendum.
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[Signature pages follow.]

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

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Mayor D.C. Reeves

Date signed: _____, 2025

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

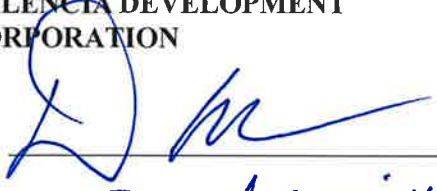
Signed, sealed and delivered in the presence of:

Legal in form and valid as drawn:

Adam Cobb, City Attorney

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

VALENCIA DEVELOPMENT
CORPORATION

By: 

Print name: David A. Miller

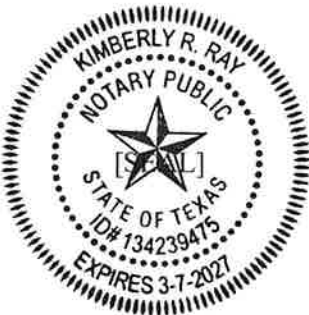
Its: Vice President

Date signed: 6-13, 2025

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 13th day of June, 2025, by means of (☒) physical presence or () online notarization, by David A. Miller the Vice President of VALENCIA DEVELOPMENT CORPORATION, a Texas corporation, who (☒) is personally known to me or () has produced a driver's license as identification.




NOTARY PUBLIC 6-13-25

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-890

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF OMNIA CONTRACT #R250704 - CITY HALL ELEVATOR MODERNIZATION PROJECT

RECOMMENDATION:

That City Council award the contract for City Hall Elevator Modernization to TKE Elevator Corporation of 2860 W Navy Blvd, Pensacola, FL 32505, the lowest and most responsible bidder with a base bid of \$891,990.00 plus a 5% contingency of \$44,599.50 for a total of \$936,589.50. 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.

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.

This item seeks City Council approval to award the contract for modernization of three outdated City Hall elevators, directly addressing frequent outages, costly maintenance, and long wait times for repairs due to outdated parts. The new systems feature up to **30% energy savings** with regenerative drives which returns unused power back into the building grid, energy-efficient LED lighting, and automatic light shutoff.

This modernization is essential to ensure safe, reliable access for staff and visitors, while meeting **all current code and emergency communication requirements**. The new elevators feature an advanced in-cab emergency communication system with a screen for live voice calls and visual instructions, providing effective support for all passengers, including those who are deaf or hard of hearing.

Predictive MAX monitoring tech is expected to **reduce elevator downtime by up to 50%** through faster issue detection and improved dispatch. Availability of **local technicians** to ensure repairs are completed quickly, minimizing disruption. The included maintenance

program in the contract provides proactive service, further preventing breakdowns and controlling long-term costs.

PRIOR ACTION:

March 13, 2025 - City Council approved carry forward budget of \$985,000.00 for Elevators.

FUNDING:

Budget:	\$985,000.00	Elevator Budget- Local Option Sales Tax Fund
Actual:	\$891,990.00	Base Bid
	\$44,599.50	5% Contingency
	\$936,589.50	TOTAL

FINANCIAL IMPACT:

Funding for this contract has been secured under the Lost Account #307.540.3400.340041.9669.014027, which was prepared and budgeted specifically for this project. The funds for the project were appropriated in the Facilities and Fleet Budget on Supplemental Budget Resolution No. 2025-1 at the March 13, 2025 City Council Meeting. The total project cost is being funded by a carry forward funds, as detailed above under "Funding".

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Tim Tinsella, City Administrator
Russell Sweat, Facilities and Fleet Director
Mike Fitzpatrick, Facilities Manager

ATTACHMENTS:

1. Pensacola City Hall Elevator Modernization TKE Contract
2. TKE Brochure with technical specs

PRESENTATION: No

Modernization Proposal



Pensacola City Hall – Omnia Contract R250704

June 25, 2025

Purchaser: City Of Pensacola
Address: 2757 N Palafox St
Pensacola, FL 32501-1439

Location: Pensacola City Hall
Address: 222 W Main St
Pensacola, FL 32502-5743

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering City of Pensacola (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$891,990.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

The price above also includes all value added taxes, tariffs, duties, and similar charges imposed on TK Elevator as of the date of this Proposal. The price of this Proposal is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances including TK Elevator being subjected to increased charges by its suppliers; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2025.

If not accepted within forty five (45) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Eric Baker
Sr Sales Representative
eric.baker@tkelevator.com
+1 205 283 4672

Modernization Proposal



SCOPE OF WORK

Grouping Name: 1,2,3

Equipment Type: Geared(Traction)

Speed: 350 fpm

7 Stops (7 Front /0 Rear)

Capacity: 2500 lbs.

Units Included

Building Address	Nickname	TKE Serial #
222 W Main St	A	
222 W Main St	B	
222 W Main St	C	

Description of Work

Controller

- Tenant Security Option
- Two-way Communication Machine Room Equipment (Primary Box)
- MAX V2 Kit
- TAC 32T Controller (Includes options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- Emergency Power 10D4A
- Hall Lantern Circuitry
- Hoistway Access
- Keyed Stop Switch Operation
- THY Board (CE Microcom signal for PI)
- UIT (on board diagnostic)
- tkE Green Drive 400E (2109CD006) VVVF AC Drive / Regenerative 60R
- Machine Room Wiring Package
- eMax Monitoring Device Provisions

Machine

- Reuse Existing Machine
- Hoist Cables, traction steel, preformed
- Car/Cwt shackles w/springs (pairs per 1/2" or 5/8" rope)
- HW Rope Gripper Model 622 with Standard Mounting Plate
- Mounting/Coupling (Foot)
- New AC Motor
 - Velocity Encoder & Brake Switch

Governor

Modernization Proposal



Car

- Rebuild Car Guides with new rollers
- Crosshead data tag (for existing car slings)
- Car Top Railing
- tkE Cable Strain Loadweigher (for 4 ropes)
- Car Top Exit Switch
- Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup
- Cab Wiring Material (200MK1)
- Car Top Inspection Station (Stand Alone)

Hoistway

- Base Wiring Package for 2019 Code
- TAC 32T Field Friendly Wiring Package:
 - Includes single flat traveling cable with coax
 - hoistway wiring
 - interlock wiring
 - interlock connectors
 - discrete wiring
 - FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED.
- APS (Absolute Positioning System) for TAC32T with Final Limit Switches

Pit

- Rebuild Counterweight Guides with new rollers
- Pit Stop Switch

Cab

- Car Door (SSCO, #4 S/S (441)), (SSSS on cars A and C)

Door Equipment

- Clutch
- Door Operator
- Gate Switch
- Gibs
- Closer
- Interlocks
- Pick Up Rollers
- Micro Light 3D 2019 (Front)
- 3D Cabsafe Components Package (Front)

Car Fixtures

- Main Car Station Includes Options Below
 - Applied Panel
- Vandal Resistant Floor Buttons
- Panel Screws
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent

Modernization Proposal



- Stop
- Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Two-way Communication Position Indicator
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button/Keyswitch
- Voice Annunciator (mounted in COP)
 - Standard features only
 - additional costs apply for custom features
- TAC Serial Boards (Main)

Hall Fixtures

- Touchscreen Fire Command Lobby Panel- Per required code, will be located behind security desk
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Emergency Power Keyswitch (up to 7 elevators)
- Emergency Power Jewel in Hall Station
- Fusion Hall Lanterns (Standard) White Up/Down LED's #4 S/S (304)
- Horizontal Fusion Combo (HL and Digital HPI) (Standard) White Up/Down LED's #4 S/S (304)
- Car Identification Plate (Pair)
- Hoistway Access Switch (Standalone)
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))

The following items will be completed by third party labor or suppliers through the coordination of TK :

Crane – Hoisting of equipment to and from roof.

Other – Conex for onsite material storage.

Value Engineering Opportunities & Alternates

(Initial next to the option below to indicate acceptance)

Below alternates are included in base price.

Modernization Proposal



 X Replace hoist machines and governors. New Torin geared machines with AC motors. New 16" governors, tail weights, and governor rope. Includes additional crane pick to lift equipment to roof. \$120,590

 X Cab Interiors: FabACab Cypress interior package. Demo existing interior panels, ceiling, and handrail. Install new stainless steel reveals, plastic laminate upper wall panels, textured stainless steel lower wall panels, 2" flat bar handrails on three walls, stainless steel ceiling with LED downlights. \$50,360

 X Cab front stainless cladding: Clad cab front returns (Two single returns cabs A, C, two returns cab B) with new #4 brushed stainless steel. \$5,160

 X Hoistway Doors: Replace existing hoistway doors at every floor with either brushed stainless steel or powder coated door panels. \$54,480

 X Turnkey work: \$119,800

Elevator WBO Proposal for three (3) Traction Elevators – One (1)

Machine Room

Fire Alarm/Sprinklers

- OSB to provide the following services of the existing elevator fire recall system. Includes: Adding flashing hat relay (if needed), verifying circuits of elevator capture relays for landing to new controller, and testing & technical assistance at final inspection. This proposal does not include replacement of or upgrade to any existing devices connected to the fire alarm system. If devices are not installed and will not require a panel/system upgrade, they will be included in this section. This includes, but is not limited to, smoke and/or heat detectors (if required) in elevator lobbies, machine room, or hoistway.

NOTE: It shall be the owner's responsibility if a full system upgrade is required to meet code. If this cannot be determined prior to contract execution due to Building's Fire Life Safety vendor, it will be ownerships responsibility to pay for required upgrades. Ownership shall produce the originally installed Fire Alarm Panel database and passcode for proper programming (if needed); OSB shall not be held responsible in the event these requirements are not satisfied.

- Moving/relocation of sprinkler heads is included in this contract

Electrical

- Refurb/Reuse 3 Phase Mainline Disconnects for elevators. Bring power to controllers
- Refurb/Reuse Single Phase 110 Disconnects for cab lights. Bring power to controllers
- New Lockable/Fusible Single Phase 110 Disconnects for Emergency Communications
- New Surge Protection for each machine
- Install conduit for high water alarms in elevator pits
- New guarded LED Lighting in machine rooms and pits
- New Emergency Lighting for machine room

- New GFCI and non-GFCI outlets in elevator machine room and pits

General Construction

- Provide cutting/patching for main egress elevator lobby
- Install High Water Alarm in pits
- Provide fire caulking in elevator machine room, hoistway and elevator pit
- Provide labor and material for new cab flooring (Alternate Below)

Multimedia Monitoring Service

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satisfies the Purchaser's obligation to meet these new code requirements as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications." This service will run concurrently with the Preventative Maintenance period provided in this Proposal.

The cost of Multimedia Monitoring service is included in the price of this Proposal. Continued service is contingent on Owner's signed acceptance of an ongoing Service Agreement which includes the pricing and scope for the ongoing application services.

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	12-14 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	8-9 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

40% of the price set forth in this Proposal as modified by options selected from the section entitled “Value Engineering Opportunities & Alternates” (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

20% of the price set forth in this Proposal as modified by options selected from the section entitled “Value Engineering Opportunities & Alternates” (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

40% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

<u>Proposal price:</u>		<u>\$891,990.00</u>
Initial progress payment:	(40%)	\$356,796.00
Material furnished:	(20%)	\$178,398.00
Total of remaining progress payments:	(40%)	<u>\$356,796.00</u>

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

<u>Mechanic (Standard) per hour</u>	<u>\$289.00</u>
-------------------------------------	-----------------

Mechanic (OT) per hour	\$487.00
Team (Standard) per hour	\$520.00
Team (OT) per hour	\$877.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser’s execution of TK Elevator's “Final Acceptance Form” on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Warranty Program

- a. Interim maintenance is included for all three elevators to begin when first elevator is removed from service and continuing through modernization until last unit is complete. Two (2) year warranty maintenance period will start concurrently for all three cars at completion of modernization work.
- b. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will provide the following services during normal working hours for the units described below:
 - 1. as circumstances warrant, the examination and adjustment and lubrication of the equipment installed by TK Elevator during normal business working days and hours by the applicable TK Elevator branch office and/or
 - 2. the dispatch of a TK Elevator technician to the location of the equipment in response to a call from the owner of the building where the unit has been installed or its designated representative, emergency personnel, passengers through the elevator’s communication device and/or from remote monitoring through the equipment’s communication line (if applicable) in order to free any entrapped passengers ("callback services") and/or
 - 3. to make covered repairs to the equipment installed by TK Elevator. Covered repairs to the equipment include a visual investigation to determine the source of shutdown along with any resulting necessary adjustments and parts replacement so long as they are not due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes,

lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond TK Elevator's control that affects the use or operation of the equipment ("excluded work").

- c. The services described in (4)(a)(2) and (4)(a)(3) will be performed only during normal business working days and hours.
- d. Purchaser agrees to separately pay for all excluded work as defined in (4)(a)(3) above.
- e. If overtime has not been expressly included in (4)(b) above, Purchaser also agrees to separately pay for any callback services described in (4)(a)(2) and for any covered repairs described in (4)(a)(3) that are performed outside normal business working days and hours.
- f. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will also provide Multi-Media Monitoring Services ("MMM") for the units described below. MMM includes 7 days per week, 24 hours per day dispatching service provided by TK Elevator's TK Elevator Communications call center for calls placed by Purchaser, or if the units have been turned over for beneficial use or ownership to an end user then to that end user (the "Owner"), to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all units covered by this Proposal that have fully operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center. Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's or Owner's (as applicable) designated contacts at phone numbers provided by the applicable Purchaser or Owner (the "Designated Contacts") to TK Elevator in writing and/or a local TK Elevator service technician to be dispatched to the location of the affected unit. Please note that calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

Unit Designations	# of Months after Final Acceptance
1	24
2	24
3	24

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

- 1. Purchaser shall provide the following:
 - a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
 - b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
 - c. Adequate bracing of entrance frames to prevent distortion during wall construction.

Modernization Proposal



- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;
2. Purchaser shall provide the following:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
 - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
 - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
 - g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
 - k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
 - l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;

Modernization Proposal



2. Hydraulic jack replacement: N/A

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. Deleted N/A
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for “temporary use” of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final

Modernization Proposal



adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.

e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

Modernization Proposal



- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All value added taxes, tariffs, duties, and similar charges imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts set forth in (1), (2) and/or (3). In addition to the Proposal price, when the materials and/or components called for in this Proposal are ready to be released into production, TK Elevator will provide Contractor with a separate change order that includes such value added taxes, tariffs, duties and/or similar charges imposed upon TK Elevator and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to delivery of the material to the jobsite or providing labor on the project.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

Modernization Proposal



j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. Purchaser does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Intentionally omitted.

r. Purchaser is self-insured under Florida Statutes Section 768.28 for liability and subject to the limitations promulgated therein, which are \$200,000 per individual or \$300,000 aggregated per incident or claim. Purchaser understands and agrees that limitations may be revised by the Florida Legislature and that the prevailing limitations of Florida Statutes Section 768.28 will apply to this Proposal.

s. Purchaser shall provide a letter of self-insurance to TK Elevator.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the

Modernization Proposal



US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Eight Hundred Ninety One Thousand Nine Hundred Ninety Dollars (\$891,990.00) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

City of Pensacola (Purchaser):	TK Elevator Corporation Management Approval
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By: _____ D.C. Reeves, Mayor	By: <i>Lillian Stokes</i> _____ (Signature of Branch Representative)
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Attest: _____ Ericka L. Burnett, City Clerk	Lillian Stokes Sales Manager
(City Seal)	<u>6/25/2025</u> (Date of Execution)

Approved as to Substance:

Department Director

Legal in form and execution:

City Attorney

G-POWER⁺

Geared to geared modernization



MOVE BEYOND

IT'S TIME TO MODERNIZE YOUR GEARED ELEVATOR.

As geared elevators age, they decline in performance and energy efficiency while requiring additional maintenance. This can lead to more outages, higher costs and tenant frustration. And your building gets blamed.

We understand your pain.

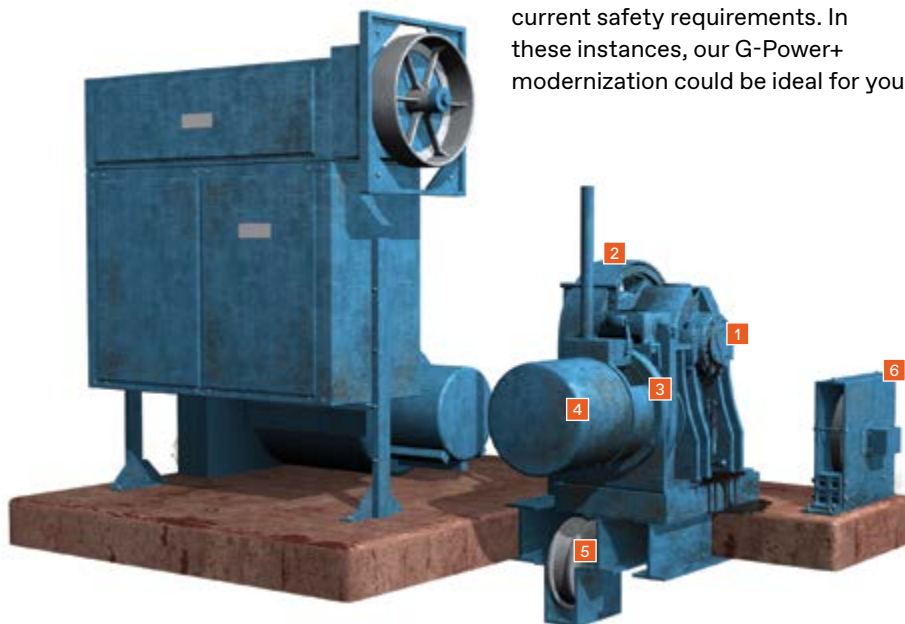
By modernizing your geared elevators with our G-Power+ solution, your equipment will receive new components that improve its efficiency and reliability while lowering its energy use. The process can be affordably competed with minimal equipment downtime.

An elevator modernization with value for money.

In certain buildings, such as facilities with low traffic or limited size, improving declining elevator performance may not be a high priority. You may only want to enhance your elevator's reliability or energy efficiency. Or you may want to ensure it meets all current safety requirements. In these instances, our G-Power+ modernization could be ideal for you.

With this modernization, your elevator will receive an upgraded machine that includes additional safety features, a new AC variable frequency motor, a new gear box and built-in safety devices. The new machine is designed to work with your existing components. You'll also receive a new advanced microprocessor controller engineered to interface with the new and existing equipment.

By choosing G-Power+, you can count on increased elevator reliability and long-term cost savings.



Out with the old...

1. Worm and ring gear housing
2. Drive sheave
3. Drum brake
4. Direct current (DC) motor with carbon brushes
5. Deflector sheave
6. Governor (not included, but an optional cost)



Geared elevators with today's innovations

Geared elevators have been considered a reliable workhorse for decades. But today's geared technology provides innovations that improve elevator efficiency while reducing energy costs.

Modernizing your elevators with upgraded geared equipment — including the latest digital controls, advanced dispatching and an efficient AC-drive system — can be done with minimal building disruption. Along with making your elevators more reliable, this technology will lower your energy costs and helps increase your property value.

Machine-gear technology

- Permanent magnet AC motor only runs when elevator is in use and significantly reduces energy consumption
- Cleaner system; eliminates carbon dust
- Petroleum-free machine room
- Direct drive technology maximizes energy efficiency
- Smooth ride with minimal vertical vibrations
- Better control and floor leveling
- Auxiliary brake system and unintentional movement device provides additional safety features

Controller: TAC series

- Advanced technology, including microprocessing, increases reliability
- Adjusts to high-traffic-demand buildings through technology that comprehends changes in patterns

- Self-diagnostics reduce downtime
- Quicker floor-to-floor times
- Load weigher technology eliminates stops when elevator is fully loaded
- MAX predictive maintenance technology reduces elevator downtime through real-time diagnostics

Sustainable regenerative drives

- Replaces motor generator
- Harnesses unused energy captured for reuse in the building
- Reduces heat, requiring less air conditioning
- Consistent performance
- Less space required
- Smaller environmental footprint

A safer, more comfortable ride.

After a G-Power+ modernization, your elevator passengers will experience a smoother and safer ride. This is achieved by installing the following components:

- Auxiliary brake system — prevents unintended motion; no additional equipment required
- Elevator car door interlock — ensures doors stay closed from inside of elevator
- Door reversal electronic safety edge — prevents car door from making contact with passengers

Improved ride quality:

- Reduced vibration — due to new roller guides on the car and isolation pads on the machine bedplate
- Better control and floor leveling — due to controller's SIL 3-rated absolute positioning technology
- Noise reduction — due to an upgraded linear door operator

TK Elevator quality

State-of-the-art technology requires top-quality products and components — and that's what TK Elevator provides with every modernization. The G-Power+ modernization package features:



Geared machine

An energy-efficient, geared machine with modular deflector sheave, isolated bedplate, and integrated velocity encoder ensures a smooth, reliable elevator ride. Auxiliary brakes prevent unintended motion. (Shown: TGD-2 model)



Controller

Microprocessor-based system with diagnostic capabilities and easier troubleshooting than most traction elevators. It comes with MAX, the elevator industry's first cloud-based digitally enhanced maintenance solution.



Why modernize?

- Increased building value
- Lower long-term maintenance costs
- Regenerative drive actually creates usable energy
- Noise reduction
- Permanent magnet drive motor saves space and energy
- High energy rating
- Smoother ride
- Cleaner machine rooms

Improved passenger experiences.

From new buttons and indicators to smoother door operation, passengers will instantly notice you've modernized. Our comprehensive selection of fixtures, included with your modernization, is easy to install and safe for walls. All fixtures are in full compliance with U.S. and Canadian National Fire Service Codes.



Horizontal hall lantern

Hall lanterns

A light fixture mounted in the hallway that provides visual and audible indication that a car is about to arrive and the direction of travel when it leaves.

Hall stations and position indicators



Intermediate hall station with fire services devices



Combination hall and position indicator

A sleek hall and position indicator combination that can be mounted in your hallway or lobby.

- Informs passengers that a car is about to arrive
- Indicates the direction of travel when it leaves and the relative position of the car in the hoistway

Typically, hall stations includes the fire service switch and signage in the main hall station.



Universal door operator

Linear door operator with permanent magnet drive motor for quick, smooth and quiet elevator door operation.



Car operating panel

Car operating panel

Choose from a variety of attractive panel options that contain buttons and key switches necessary for operation.

Mounted inside the car, the car operating panel (COP) includes:

- Call register (floor) pushbuttons
- Door open and door close
- Alarm
- Emergency stop
- Any other buttons or keyswitches required for operation

Button types

We offer a wide variety of pushbutton styles to coordinate with your building's décor. Each metal button is available in brushed or polished muntz and stainless steel. These have brilliant LED illumination for extended life span. LED illumination is available in blue, white, red or green. Vandal-resistant options available.



Traditional and vandal-resistant (illuminating jewel and halo style)

ENHANCE EFFICIENCY. REDUCE TRAFFIC.

AGILE enhances elevators and buildings.

Upgrade your elevators — and your building — by adding AGILE. It combines technologies that give passengers more efficient elevator experiences and reduce building traffic.

AGILE kiosks can display traditional up-and-down mode or floor buttons. Displaying floor buttons indicates the elevators are in Estimated Time to Dispatch (ETD) mode. This intelligent dispatching mode analyzes passenger destination information and groups the riders with similar destinations. This grouping leads to less crowding, fewer stops and more efficient elevator usage.

Optimize your elevator performance and adapt to tenant demands with management center software. Survey traffic, disable and enable operation, view status and control access to certain floors at specified times. You can also generate summaries displaying a range of elevator performance statistics and use this data to make smarter decisions.

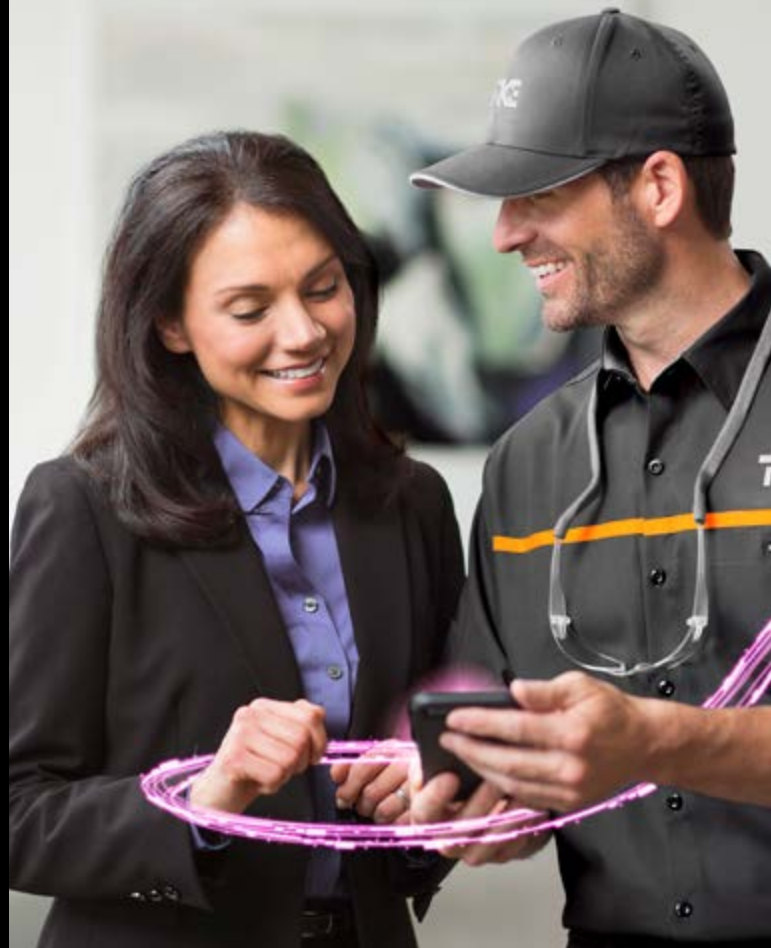
AGILE also integrates with your building's security system, can function as a standalone system and can be used as a card reader to provide floor access. You're also set for future upgrade opportunities with built-in cameras and RFID readers.

You can customize the kiosk backgrounds with preloaded options — or upload your own.



AGILE kiosks can be programmed to handle either traditional up-and-down mode (left) or ETD mode (right) depending on your building's needs.

MAXIMIZE YOUR UPTIME.



Get smarter service and less downtime with MAX.

Combining the power of cloud computing, big data and machine learning, MAX continuously collects data about your elevator's components and systems, and sends it to the cloud.

The data is analyzed, and algorithms determine when your elevator will

require maintenance from our technicians. We call this predictive maintenance. It's revolutionary and can reduce your elevator downtime by up to 50 percent.

MAX also determines if an elevator issue is critical and needs immediate attention, or can be solved during

a scheduled visit. All of this means smarter, more efficient maintenance and higher elevator uptime. Plus happier tenants.

We're continuously improving MAX, so you can expect its benefits to get bigger and better over time.



MAX works onsite 24/7/365.



MAX sends equipment diagnostic analysis.



Repairs are completed in less time.

TK Elevator Corporation
788 Circle 75 Parkway SE
Suite 500
Atlanta, GA 30339
P: +1 844 427 5461
www.tkelevator.com/us



All illustrations and specifications are based on information in effect at time of publication approval.
TK Elevator reserves the right to change specifications or design and to discontinue items without prior notice or obligation.
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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-892

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF OMNIA CONTRACT #2025060501- BOILER REPLACEMENT FOR
PENSACOLA LIBRARY

RECOMMENDATION:

That City Council award a contract for Boiler Replacement at the Pensacola Library located at 239 North Spring Street to Engineered Cooling Services of Pensacola, Florida, from Omnia Contract #2025060501, in the amount of \$94,159.00. 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.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #6: Public Spaces that Connect Communities.

This item seeks City Council approval to award the contract to replace the boiler at Pensacola Library located at 239 North Spring Street. The current boiler is no longer functioning, making it difficult for staff to maintain comfortable temperatures for library users.

The project includes removing and disposing of the old boiler, demolition of existing piping as necessary, fabricating and installing new piping and valves, reconnecting electrical and water connections and performing a complete system startup to verify safe and efficient operation. All work will be performed per current codes and includes start-up and warranty documentation for the City's records. The proposal, including technical details of the proposed boiler replacement and current condition assessment of the existing boiler, are attached to this item.

PRIOR ACTION:

June 16, 2022 – City Council approved an amendment to the Interlocal Agreement between Escambia County and the City of Pensacola which provided for the City to collect 10% of the

MSTU levied within the City Limits, effective January 1, 2023.

FUNDING:

Budget:	\$94,159.00	Interlocal Agreement with Escambia County for Library Facilities
Actual:	\$94,159.00	Total Contract Amount
	\$94,159.00	TOTAL

FINANCIAL IMPACT:

Funding for this project derives from the City's 10% portion of the MSTU collected for Library Services to be used for capital improvement and major upgrades to current library facilities located within the jurisdictional boundaries of the City of Pensacola. Those funds are appropriated each year within the approved fiscal year budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Tinsella, City Administrator
Russell Sweatt, Facilities and Fleet Director
Mike Fitzpatrick, Facilities Manager

ATTACHMENTS:

1. Condition assessment
2. Proposal and Technical Specs for Boiler Replacement

PRESENTATION: No



1047 Sledge Drive, Mobile, AL 36606 800.642.7052 WWW.HYDROTECHNOLOGIES.COM

Escambia County Facilities

100 E. Blount Street

Pensacola, FL 32501

PENSACOLA LIBRARY

MN: H7-1505

SN: 1105324837

On March 31, 2025 our service department was asked to visit the Pensacola Library to troubleshoot the boiler installed outdoors. We found that the heat exchanger has not been routinely cleaned and has caused a heat sink in the top of the unit. Every connector is rotting and brittle. Heat exchanger is not getting proper heat transfer. The boiler is short cycling. Backlight does not work on the display screen.

This boiler is short cycling and routinely trips. The heat exchanger heat shield blanket was not reinstalled until the gas valve was changed out recently. This unit is 14 years old and cannot be salvaged and brought back to warrantable condition. It is our recommendation that this unit be replaced.

Thank You,

Shannon Brown

251-654-3480

sholderfield@hydrotechnologies.com

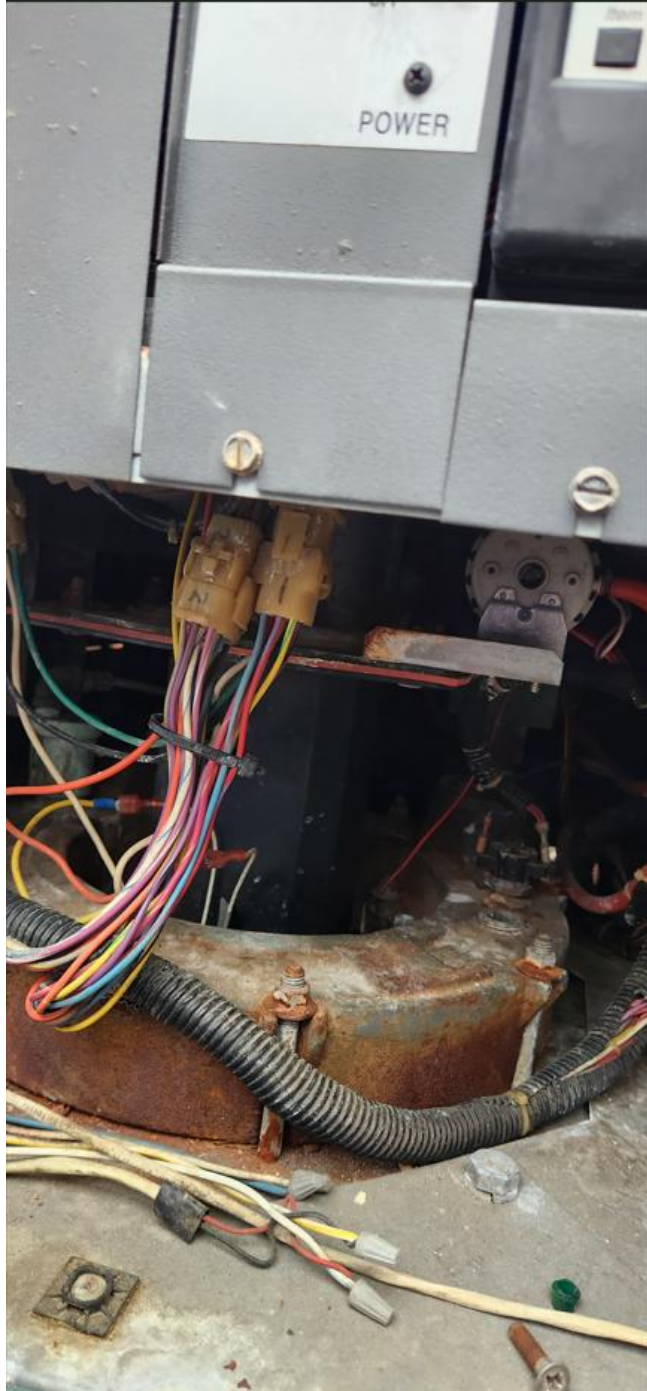
Model No: H7-1505
Mfg Serial No: 1105324837
**COMPLETE RATING PLATE IS LOCATED
ON THE REAR JACKET PANEL**

P/N 901812 REV 1

RAYPAK ON-BOARD DIAGNOSTIC CENTER

System Normal
www.raypak.com











Engineered Cooling Services SERVICE PROPOSAL

TO: **Pensacola Library**
239 N Spring St,
Pensacola, FL 32502

PROJECT: **Boiler Replacement**

LOCATION: **Library**

ATTN: **Mike Fitzpatrick**

PROPOSAL NO.: **Q-06-2025-408305**

PHONE: **733-842-2011**

DATE: **June 26th, 2025**

EMAIL:

JOB NO:

Thank you for the opportunity of providing you with this proposal!

Engineered Cooling Services is pleased to propose the following: necessary labor, materials, and expenses to replace an exterior boiler

NCPA: 2025060501

Scope of Service:

- Review scope of service and lead time on materials
- Secure power using proper lock out tag out procedures
- Valve off piping and demo out boiler
- Set crane and tape off area in parking lot
- Remove boiler and haul from site
- Demo out existing pipe and prefab new pipe for connections
- Set and secure new boiler to existing housekeeping pad
 - Modify hot water piping as needed
- Install necessary valves and reconnect electrical
- Restore power and water flow to unit
- Perform startup and verify proper operations
- Review completed work with customer

Notes:

- Price includes replacing necessary, but not all hot water valves
- The following to be provided to customer:
 - Start-up paperwork
 - Warranty paperwork
 - Full submittal package

Exclusions:

- All controls work



Engineered Cooling Services SERVICE PROPOSAL

Unit Features

Heat Exchanger

- 316L stainless steel for tubing/fire side components
- 304 stainless steel water inlet/outlet and shell
- ASME H-stamped; 160 PSIG MAWP
- National Board registered
- T&P gauge

Control

- VERSA IC® modulating temperature control system
- 7" color touchscreen display
- Fault history with full diagnostics
- Status display lights
- Raymote™ IoT connectivity
- 24VAC 60Hz transformer
- 15VDC transformer
- Remote flame sensor
- Fixed high limit, manual reset, 200°F
- Vent temperature sensor
- Off-idle-run power switch
- Low water cut off
- Flow switch
- Water flow sensor
- Blocked vent pressure switch
- Freeze protection
- Alarm dry contact
- Programmable pump time delay outputs (pilot duty)
- Pump control relays
 - Boiler
 - Systems
 - Indirect DHW
- Outdoor air sensor (shipped loose for field installation by others)
- Water temperature sensors (5 total)
 - Inlet (factory mounted and wired)
 - Outlet (factory mounted and wired)
 - Indirect (shipped loose for field installation by others)
 - Temperature to indirect (shipped loose for field installation by others)
 - Cascade sensor (shipped loose for field installation by others)
- Blocked condensate switch
- Modbus RTU BMS port

Burner

- Hot surface ignition (HSI)
- Easily accessible radially-fired knitted burner

Gas Train

- Engineered modulating fuel to air flow system for precision combustion
- Rich-Start ignition system (patent pending, natural gas and/or propane, depends on unit input rate)
- Single gas valve body with 2 safety shutoff valves
- Manual shut-off gas valve
- Built-on external sediment trap (standard)

Vent Options

- Ready to vent with stainless steel
- Adapter required for polypropylene, PVC & CPVC (max. setpoint 230°F, 149°F and 194°F, respectively)

Construction

- Indoor/outdoor construction
- PolyTuf powder coat finish (no VOC)
- Front accessible junction box and transformer
 - Low voltage terminal strip
 - Easy access for maintenance and troubleshooting
- Rear connections (water, gas, vent, electrical, condensate drain, high voltage terminal block, pump connections)
- Front accessible combustion air filter
- Combustion air inlet on top of unit
- Design certified ANSI Z21.13/CSA 4.9
- Built-in lifting lugs for rigging
- Built-in flue gas analysis port
- Forklift or pallet jack accessible from front, back and sides
- Seismic anchor-ready base
- Indoor/outdoor construction - standard
- Limited 10-year heat exchanger warranty
- Supports primary/secondary and primary piping
- Freeze protection integrated with VERSA IC
- SCAQMD rule 1146.2 certified[2] – Low NOx <20 ppm
- BAAQMD rule 9-7-307.1 certified[3] – Low NOx <30 ppm
- SJVAPCD rule 4307 and 4308 propane certified - Low NOx <30 ppm
- Proudly assembled in the USA

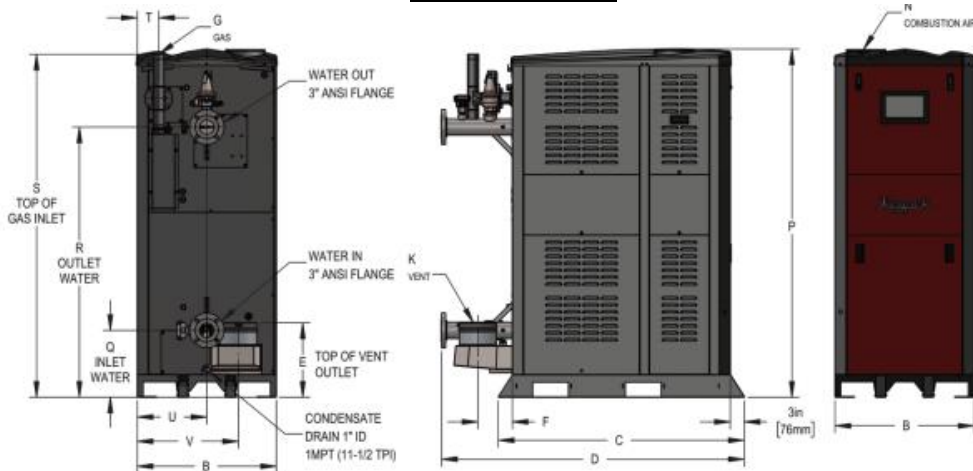
[1] Appropriate venting material selection to be based on setpoint and Delta T. Max setpoint for PVC venting is 140°F.

[2] SCAQMD rule 1146.2 certification is only applicable for units up to 2000 MBTUH input.

[3] BAAQMD rule 9-7-307.1 certification is only applicable for units above 2000 MBTUH input.

[4] Energy Star is only applicable for units below 2500 MBTUH input.

Unit Submittals



Model	MBTU/h (kW)		Minimum BTU/h (kW) Input	Turn Down	AHRI Thermal / Combustion Efficiency (%)	Dimensions - Inches (mm)														Shipping Weight lbs. (kg)	Water Content gal. (L.)	
	Input	Output				B Width	C Base Depth	D Overall Depth	E	F	G NPT	K Flue Ø	N C/A Ø	P	Q	R	S	T	U			V
1507	1,500 (439.6)	1,427 (418.2)	100,000 (29.3)	15:1	95.1 / 95.3	26 (660)	48 (1219)	60.3 (1531)	16 (406)	7.5 (190)	1-1/4 (31.75)	8 (203)	8 (203)	71.6 (1818)	14.2 (362)	58.2 (1478)	73.1 (1856)	4.5 (114)	13 (330)	20.4 (518)	1,450 (658)	65 (246)

Clearances - Inches (mm)

	Front	Rear Indoor	Rear Outdoor	Right	Left	Top Indoor	Top Outdoor	Floor*	Vent Indoor	Vent Outdoor
Combustible Minimum	Open	24 (610)	12 (305)	1 (25)	1 (25)	0	Unobstructed	0	1 (25)	Open
Minimum Service	30 (762)	24 (610)	24 (610)	1 (25)	1 (25)	24 (610)	Unobstructed	0	1 (25)	Open

*WARNING: Do not install on carpeting.

Model	Boiler Current Draw (Amps)				
	120VAC	208VAC	240VAC	480VAC	600VAC
1507	<11.0	<7.0	<6.0	<3.0	<3.0

NOTE: Boiler current only. Does not include pump current.

Rates of Flow and Pressure Drops																	
Model	Input	Output	20° ΔT					33° ΔT					40° ΔT				
			GPM (L/min)	ΔP ft.hd (kPa)	SHL			GPM (L/min)	ΔP ft.hd (kPa)	SHL			GPM (L/min)	ΔP ft.hd (kPa)	SHL		
					2.5" Pipe	3" Pipe	4" Pipe			2.5" Pipe	3" Pipe	4" Pipe			2.5" Pipe	3" Pipe	4" Pipe
1507	1,500 (439.6)	1,427 (418.2)	143 (541)	3.56 (10.6)		8.15 (24.3)	4.78 (14.3)	87 (329)	1.3 (3.9)	6.68 (20.0)	3.15 (9.4)	1.78 (5.3)	72 (272)	0.66 (2.0)	4.46 (13.3)	1.97 (5.9)	1.00 (3.0)



Engineered Cooling Services SERVICE PROPOSAL

Boiler Price: \$94,159.00

Additional Pump Option Price: \$25,960.00

Terms:

1. Work is to be performed during normal hours of operation Monday thru Friday; overtime premiums excluded.
2. Proposal is subject to progress billings.
3. Proposal is for specified work only.
4. Proposal is subject to revision if not accepted within 7 days of receipt.
5. Proposal is subject to the attached Terms and Conditions.
6. Payment terms are Net 30.

City of Pensacola (Client):

The City of Pensacola
By: D.C. Reeves, Mayor

ATTEST: _____
Ericka L. Burnett, City Clerk

(City Seal)

Approved as to Substance:

Department Director

Legal in form and execution:

City Attorney

SUBMITTED BY: RUSS BROCK

BY: _____

TITLE: SENIOR SALES ENGINEER

PHONE: 850-336-0322 RBROCK@ENGCOOL.COM

ACCEPTED: _____

BY: _____

TITLE: _____

Terms and Conditions

1. **OFFER AND ACCEPTANCE:** Company offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Client, or allowing Company to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Client and Company. Any additional or differing terms and conditions contained on Client's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Client and Company unless expressly consented to in writing by Company. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.
2. **TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET or RECEIPT OF INVOICE. Company reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1-1/2%) percent of the principal amount due at the end of each thirty (30) day period.
3. **INVOICING:** Company reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
4. **PERFORMANCE:** Company shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the Company's Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of the Company, whether of the class of causes enumerated above or not, which shall prevent Company from making deliveries or performing services in the usual course of business. In the event of the disapproval of the Company's Credit Department or the occurrence of any of the above, Company may extend the time for its performance by a period equal to the duration of the cause underlying Company's failure or delay. Receipt of the equipment or services by Client upon its delivery shall constitute a waiver of all claims for delay.
5. **WARRANTY:** Company guarantees service work and all materials of Company manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as Company finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by Company, but manufactured by others, Company will extend the same guarantee it receives from the manufacturer.
6. **PATENTS:** If there is bought against the Client any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, Company, if notified promptly in writing and given authority, information and assistance by the Client for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Client. In the event that the Client has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined. Company, , will, at its own expense, either procure for the Client the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price thereof.
7. **DELIVERY:** Shipping dates are approximate only. No shipping date requested or specified by Client will be binding on Company unless such request or specification is specifically agreed to in writing by an officer of Company. Shipment shall be F.O.B. factory, with title passing to Client upon delivery to the carrier by Company.
8. **DISPUTES AND CHOICES OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Florida.
9. **ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of Company's offer to sell, constitute the entire agreement between Company and Client. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements of representations become part of this contract unless expressly agreed to in writing by an authorized representative of Company.
10. **ASSIGNMENT:** Client shall not assign this contract or any interest therein without the prior written consent of Company. Any actual or attempted assignment without Company's consent shall entitle Company, at its sole option, to cancel this contract and, in such event; Company shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature: _____ Date: _____

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

Vendor Name: Engineered Cooling Services, LLC

Vendor FEIN: 87-0769487

Vendor's Authorized Representative Name and Title: Drew Adams, COO

Address: 2801 North Davis Hwy

City: Pensacola State: FL ZIP: 32503

Phone Number: 850-432-7656

Email Address: info@engcool.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

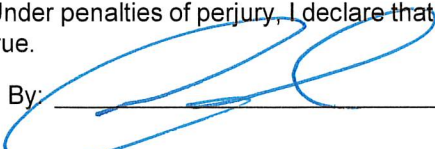
(2)(a) "Coercion" means:

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: Drew Adams, COO

Date: 06/30/2025



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-867

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF CONTRACT RFP NO. 25-030 - ALICE WILLIAMS LIBRARY RENOVATION

RECOMMENDATION:

That City Council award a contract for RFP No. 25-030 Alice Williams Library Renovation to Sessions Contractors Group, Inc. per the terms of their proposal. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer the contract through project completion, consistent with the contract and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #3: Support for Youth Experiences and #8: Neighborhoods that Celebrate Culture and Honor Legacy.

The City of Pensacola was awarded an African American Cultural and Historical (AACH) grant from the Department of State (DOS) for the repair and restoration of the Alice S. Williams Library building at 1015 North E Street near the end of fiscal year 2022. Also in FY23, CRA committed \$300,000 of additional project funding in the reallocation of Westside Redevelopment Revenue Bond funds. These funds are being utilized to bring the building back to a state of occupancy while restoring and preserving as many of the historical elements as appropriate.

After some delays due primarily to critical supply chain shortages in construction supplies and design professionals, 100% design plans were approved by DOS and the construction portion of the project began its solicitation for proposals in April 2025. The RFP closed on May 19, 2025. The selection committee convened on May 29, 2025 to review and shortlist the submitted proposals. On June 12, the selection committee received oral presentations from Landis Construction, Sessions Contractors Group, and Biggs Construction Company Inc. and voted unanimously to award the contract to Sessions Contractors Group.

Subsequent to the issuance of the solicitation, a final use of the building as a daycare facility

for babies under one years of age was solidified. With some post-grant work modifications necessary to accommodate this specific usage, and also in consideration of the construction proposals received, staff has requested an additional \$250,000 in funding from the CRA. All five responsive proposals received were above the available budget expressed in the RFP, ranging from \$89,425 (Sessions) to \$522,815 in overage, with two of the three shortlisted firms attributing the increase to tariffs and delivery times.

PRIOR ACTION:

October 10, 2022 - CRA Board approved the reallocation of \$300,000 of 2017 Westside Redevelopment Revenue Bond funds to the Alice S. Williams project.

October 13, 2022 - City Council approved the acceptance of the AACH grant award in the amount of \$500,000.

April 7, 2025 - CRA Board approved the 100% design plans and authorized the bid solicitation, in keeping with their approval process for CRA-funded projects.

July 14, 2025 - CRA Board approved \$250,000 in additional funding to the Alice Williams Renovation project.

FUNDING:

Budget:	\$500,000	AACH Grant - Alice Williams Renovation Project
	\$300,000	2017 Westside Redevelopment Revenue Bond Funds
	\$250,000	2017 Westside Redevelopment Revenue Bond Funds (new reallocation)
Actual:	\$1,050,000	TOTAL

FINANCIAL IMPACT:

Funding is available from the AACH grant and designated allocations from the CRA Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

6/18/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Erica Grancagnolo, Economic Development Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. RFP 25-030 Submittal - Sessions Contractors Group Inc.

2. RFP No. 25-030 - Alice Williams Library Renovation

PRESENTATION: No

Cover Letter

Dated: May 19, 2025

D. C. Reeves, Mayor
City of Pensacola
c/o Purchasing Division
222 West Main Street
Pensacola, FL 32502

RE: RFP No. 25-030 – Alice Williams Library Renovation

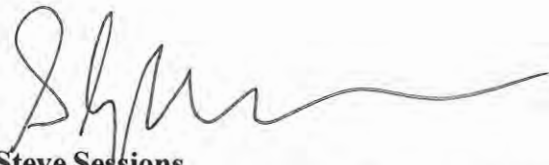
Dear Mayor Reeves and Evaluation Committee Members,

Sessions Contractors Group, LLC (SCG) is pleased to submit this proposal to serve as your Construction Manager/General Contractor for the Alice Williams Library Renovation. Our team lives and works in Pensacola; preserving this historic cultural asset is both a professional responsibility and a personal passion. We have reviewed the RFP, Addenda #1 and #2, and the full Construction Documents package and commit to delivering the project safely, on schedule (Addendum #3).

SCG is a certified **Service-Disabled Veteran-Owned Small Business** (SDVOSB), Florida-licensed General and Roofing Contractor (CGC1508683 / CCC1328809), and carries the bonding and insurance capacity in excess of your requirements. We pride ourselves on transparent communication, rigorous cost control, and quality craftsmanship backed by 20+ years of local experience.

We appreciate the opportunity to partner with the City and look forward to an interview at your convenience. Please contact me directly at 850-626-0404 or ssessions@sessionscontractorsgroup.com.

Respectfully,



Steve Sessions

President – Sessions Contractors Group, LLC

Enclosures: Technical & Cost Proposal, Required Forms, Addenda Acknowledgement

Table of Contents

1. Introduction & Executive Summary
2. Project Understanding & Approach
3. Detailed Schedule of Fees and Value Engineering
4. Composition and Qualifications of Staff
5. Experience & Relevant Projects
6. Local Office & Community Commitment
7. Required Forms & Certifications (Appendix A)
8. Addenda Acknowledgement (Appendix B)
9. Staff Resumes (Appendix C)

1 Introduction & Executive Summary

The Alice Williams Library was the City's first library serving African-American citizens and is now slated for a comprehensive modernization that preserves its character while meeting current codes. Our proposal responds directly to the evaluation criteria (Cost 40 %, Staff 25 %, Experience 25 %, Local Presence 10 %) and demonstrates how SCG will:

- Deliver the full scope, including selective demolition, structural repairs, MEP upgrades, fire sprinkler installation, accessibility enhancements, and site improvements.
- Meet the aggressive 90-day construction schedule following NTP, with 21 days to Final Completion.
- Protect the building's cultural significance through historic-sensitive methods and high-performance materials.

2 Project Understanding & Approach

2.1 Comprehensive Scope Analysis

Historic Sensitivity – Salvage and re-install original tongue-and-groove ceiling boards in the central reading room; catalog and store all trim profiles for replication; color-match exterior paint to the 1958 palette documented in the CRA archives.

Code & Accessibility Compliance – Convert two existing restrooms into one gender-neutral, fully ADA restroom compliant with ICC A117.1; add power-assist door operator at the main entrance; re-grade sidewalk to achieve 2 % cross-slope.

Structural Rehabilitation – Sister existing 2 × 10 floor joists at Areas B & C where termite damage was noted on Sheet S-2; install Simpson HDU4 hold-downs at perimeter studs to satisfy current 140 mph wind uplift.

Building Systems Modernization – Provide new 800 A, 3-phase service with Siemens type WL meter-main combination; integrate VRF HVAC with BACnet controls for future energy monitoring; design a 100 % stand-by generator quick-connect for hurricane resilience.

Site & Civil Enhancements – Mill & overlay 6,400 sf of asphalt parking (1.5 in. FC-9.5) striped to meet UFAS; add three LED pole lights tied to photocell; bio-swale with native plantings for stormwater attenuation and a new 6 ft ornamental fence facing A Street to meet CRA aesthetic guidelines.

2.2 Execution Methodology & Sequencing

Phase	Key Tasks	Deliverables	City/AE Touchpoints
Pre-Construction (Day 0-15)	Permit submittals, BIM clash-detection (Revit LOD 350), confirm long-lead items (HVAC equipment ≈ 12 weeks)	Final CPM baseline schedule, logistics plan, early equipment release PO	Kick-off & VE workshop (Day 7)
Selective Demo & Abatement (Day 16-25)	Soft strip, detach historic elements for restoration, negative-pressure containment	Daily waste tickets, salvage inventory	Field walk Day 22
Structural & Envelope (Day 26-50)	Floor-joist repairs, roof deck replacement, , window replacements	Partial CO for dry-in	OAC mtg every 14 days
MEP Rough-In (Day 36-60)	Electrical feeders, VRF line sets, sprinkler piping, underground plumbing tie-ins	Passed rough inspections	QC hold-point inspections
Finishes & Systems (Day 50-75)	Gypsum board, paint, millwork, data cabling, fixture set, HVAC test-fit	Substantial Completion punch list	Stakeholder tour Day 68
Commissioning & Close-out (Day 76-90)	TAB, life-safety testing, O&M manuals, staff training, final clean	Certificate of Occupancy, warranty log	Ribbon cutting Day 90

Lean principles: Pull-plan sessions with subcontractors; daily 15-minute stand-ups; 3-week look-ahead schedules updated every Friday.

Logistics & Safety: One-way material flow; fenced laydown in southeast lot; dust partitions and scrubbers; vibration monitoring adjacent to archival stacks.

Change Management & Cost Control: All RFIs answered < 48 h; potential change orders priced within 72 h; monthly cost-to-complete forecasts.

2.3 Quality, Sustainability & Community Impact

- **QA/QC Program** – Following Three-Phase Control; QC manager visits with random inspection checklists, photo logs, and daily reports uploaded.
- **Safety Goal: Zero Incidents** – Site-specific safety plan reviewed with City; weekly toolbox talks; subcontractor orientation sign-off; EMR 0.71.
- **Sustainability** – Divert > 75 % of C&D debris, specify low-VOC paints & flooring, install occupancy; project will exceed current Florida Energy Code by 10 %.
- **Community Engagement** – Hire two apprentices through Pensacola State College's Construction Trades program; offer to coordinate with neighborhood association for periodic progress updates and minimize disruption during library construction.

3 Detailed Schedule of Fees and Value Engineering

A line-item Schedule of Values is attached in Appendix A. Summarized:

• General Conditions	\$ 41,812
• Demolition	\$ 33,132
• Concrete/CMU Repairs	\$ 28,277
• Carpentry/Roof/Envelope	\$ 119,869
• Mechanical	\$ 152,160
• Electrical	\$ 83,953
• Plumbing & Sprinkler	\$ 93,561
• Finishes & Specialties	\$ 61,694
• Sitework & Fencing	\$ 32,944
• Bond & Insurance (3 %)	\$ 22,614
• Overhead 10 %	\$ 64,439
• Profit 7 %	\$ 44,970
Total GMP (Target)	\$ 779,425.00

Value Engineering Concepts

1. Substitute solid-surface counters with high-grade laminate saving $\approx$ \$6,500.
2. Use PEX manifold plumbing system to reduce copper costs $\approx$ \$2,800.
3. Evaluate TPO overlay on low-slope roof portions if existing deck passes pull-test (credit $\approx$ \$3 psf).

4 Composition and Qualifications of Staff

Role	Name	Qualifications
Principal-in-Charge	Steve Sessions	22 yrs GC & Roofing licenses; OSHA-30; SDVOSB owner.
Project Manager/ Super	Chad Sessions	20 yrs PM; cost/schedule control; LEED-aware; OSHA-30.
Office Manager/Contract Admin	Taylor Weith	CRM, invoicing, prevailing wage reporting; OSHA-30.
MEP Coordinator (Sub)	Sub Contractor	Florida PE; fire protection design.

Resumes are included in Appendix C.

5 Experience & Relevant Projects

Project	Scope	Value	Year
Tibbetts Lumber Office Renovation	Adaptive reuse of vacant structure into offices incl. new MEP	\$189K	2024
Jewelers Trade Shop Addn.	Mezzanine addition, interior renovation	\$141K	2023
Motion Industries Warehouse Expansion	12,600 sf metal bldg, interior buildout	\$1.2 M	2019

All projects were executed within 3 % of GMP and zero recordable incidents.

6 Local Office & Community Commitment

SCG's headquarters at **6189 Stewart Street, Milton FL** is 18 miles from the project site, ensuring rapid response, local subcontractor relationships, and participation in CRA workforce initiatives. We will source > 90 % of labor from Escambia & Santa Rosa counties.

Appendix A Schedule of Values & Required Cost Forms

- (Attached separate per RFP)

Appendix B Signed RFP Forms & Addenda Acknowledgement

- Signature Sheet, Lobbying Certificate, Debarment, Anti-Kickback, Drug-Free Workplace, Coercion Affidavit, etc. (signed)
- Addendum #1 (plans), Addendum #2 (bid date extension), Addendum #3 (Asbestos Report / Q&A) acknowledgment forms.

Appendix C Key Personnel Resumes

- Steve Sessions, CGC/CCC
 - Chad Sessions, Project Manager
 - Taylor Weith, Office Manager
-

Commitment to City of Pensacola

We confirm acceptance of all RFP terms and conditions and agree that no proposal bond is required as clarified in Addendum #2. Performance and payment bonds will be provided post-award per RFP pp. 19-21.

Thank you for your consideration.

Alice Williams Library

[illegible]

	SUBTOTAL	87,959	61,711	0	0	494,717
	Cost					644,387
	Overhead		10.00%			64,439
	Profit		7.00%			44,970
	Total Before Bond, Permit and Insurance					753,796
	Performance and Payment Bond		Bond Rate %	3.00%		22,614
	Building Permit					0
	Builders Risk					0
	General Liability					3,015
	Total Design and Construction					779,425

RFP No. 25-030

Alice Williams Library Renovation

Signature Sheet

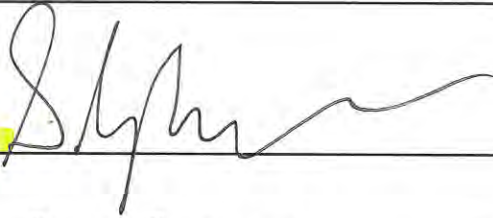
The undersigned, as Proposer, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the specifications.**

Survey: How did you obtain this solicitation?

☒ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other: _____

Signature



Date: 5/1/25

Printed Name: Steve Sessions

Title: President

Company: Sessions Contractors Group Address: 6189 Stewart St.

Telephone: 850-626-0404

City: Milton

Fax: _____

State: FL Zip: 32570

E-mail: bids @sessionscontractorsgroup.com

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

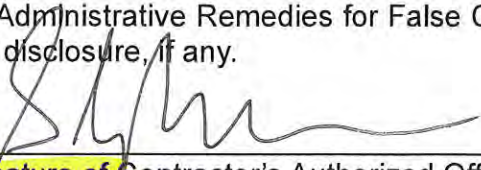
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Sessions Contractors Group, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

5/1/25
Date

Steve Sessions, President
Name and Title of Contractor's Authorized Official

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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

Vendor Name: Sessions Contractors Group

Vendor FEIN: 43-2006686 Phone Number: 850-626-0404

Vendor's Authorized Representative Name and Title: Steve Sessions, President

Address: 6189 Stewart St.

City: Milton State: FL ZIP: 32570

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: Steve Sessions, President

Date: 5/1/25

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).

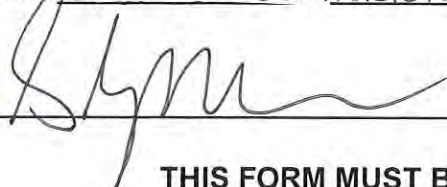
This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- 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: Sessions Contractors Group

Date: 5/1/25

Authorized
Signature:



Printed Name: Steve Sessions

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 debar 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.

Sessions Contractors Group
Company Name

[Signature]
Authorized Signature

Steve Sessions
Printed Name

5/1/25
Date

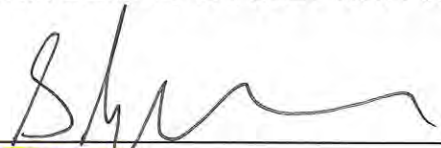
THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal 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 proposals 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

Steve Sessions
Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Ashley Bragg, being first duly sworn, deposes and says that:

1. (S)He is Steve Sessions of Sessions Contractors Group, the Proposer that has submitted the attached Proposal;
2. (S)He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the Proposer nor anyone acting on behalf of the Proposer, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Pensacola, Florida or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or anyone acting on his/her/its behalf.

(Signature)

President
(Title)

Subscribed and Sworn to before me of this 1st day of May, 2025.

Ashley T. Bragg
(Notary's Signature)

Ashley T. Bragg
(Notary's Stamped or Printed Name)



ASHLEY T. BRAGG
Commission # HH 597914
Expires October 1, 2028

Notary Public, in and for Santa Rosa County,
My commission expires: Oct. 1, 2028

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**SWORN STATEMENT UNDER SECTION 287.113(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFP No. 25-030.

for City of Pensacola

2. This sworn statement is submitted by Sessions Contractors Group
[name of entity submitting sworn statement]

whose business address is 6189 Stewart St. Milton, FL 32570.
and (if applicable) its Federal Employer

Identification Number (FEIN) is 43-2006686

(If the entity has no FEIN, include the Social Security number of the individual signing
this sworn statement: (_____).)

3. My name is Steve Sessions and my relationship to
[please print name of individual signing]

the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

3. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

an arm's-length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States, with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate was placed on the convicted vendor list. There has been subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

(Signature)

(Title)

Subscribed and Sworn to before me of this 1st day of May, 2025.

(Notary's Signature)

(Notary's Stamped or Printed Name)



ASHLEY T. BRAGG
Commission # HH 597914
Expires October 1, 2028

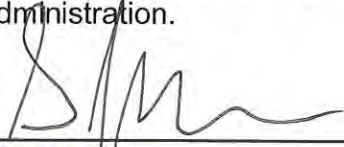
Notary Public, in and for Santa Rosa County,
My commission expires: Oct. 1, 2018

THIS FORM MUST BE INCLUDED IN SUBMITTAL

FEDERAL CONTRACT PROVISIONS COPELAND "ANTI-KICKBACK" ACT

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.


(Signature)

President
(Title)

Subscribed and Sworn to before me of this 1st day of May, 2025.


(Notary's Signature)

(Notary's Stamped or Printed Name)



ASHLEY T. BRAGG
Commission # HH 597914
Expires October 1, 2028

Notary Public, in and for Santa Rosa County,
My commission expires: Oct. 1, 2018

THIS FORM MUST BE INCLUDED IN SUBMITTAL

Addendum Date: April 15, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

ALICE WILLIAMS LIBRARY RENOVATION

BID NO: 25-030

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: Sessions Contractors Group Date: 5/1/25

Authorized
Representative: Steve Sessions Title: President
Printed Name

Signature: 

1. The construction documents and plans are attached.

Addendum Date: April 29, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

ALICE WILLIAMS LIBRARY RENOVATION

RFP NO: 25-030

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: Sessions Contractors Group Date: 5/1/25

Authorized Representative: Steve Sessions Title: President
Printed Name

Signature: 

1. The submittal due date has been extended to **May 19, 2025**, at 2:30 P.M., local time. Those submittals received will be opened and publicly acknowledged the **following business day (May 20, 2025, 10:00 A.M., local time)** via Microsoft Teams at the following link: Microsoft Teams proposal opening link.
2. An optional site visit will be scheduled for **Friday, May 2nd, 2025**, from **9:00-10:30 A.M.** Alice William Library, 1015 N. E. Street, Pensacola, Florida 32501. Questions must be addressed in writing to Purchasing as directed in the RFP.

Questions and Answers

1. Can you tell me if the City of Pensacola will be contracting third-party commissioning services separately or is that service already contracted?
 - A. While commissioning is referenced in the specifications as a quality control practice, it is not a required deliverable under this RFP. The City does not currently intend to procure separate commissioning services for this project, and it is not included as part of the awarded contractor's scope. Should this change, the City will notify all relevant parties.
2. After reading through the RFP for the Alice Williams Library Renovation, I was wondering if there is a bond required for this project?

Addendum Date: May 8, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #3

ALICE WILLIAMS LIBRARY RENOVATION

RFP NO: 25-030

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: Sessions Contractors Group Date: 5-9-25

Authorized Representative: Steve Sessions Title: President
Printed Name

Signature: 

Questions and Answers

1. I noticed that the unit price specification references a bid form. Also, I see where "Cost" accounts for 40 points in the evaluation for selection of the contractor. Will a bid form be provided for this project?
A. A bid form will not be issued. The contractor shall include the listed unit costs in their response.
2. On sheet FP-300, dry pendent fire sprinklers are shown on drawing. On sheet FP-500, in Detail 1, there is a dry concealed sprinkler. What area do they protect? Is there a floor plan for them provided?
A. Three different types of sprinklers will be installed in this building.
 - 1) dry pendants with coverplates will be installed in the ceiling. Layout of these sprinklers are shown on sheet FP-100. Detail "1" showing a dry pendent with coverplate is on sheet FP-500.
 - 2) horizontal sidewall sprinklers will be installed below the exterior patio. Layout of these sprinklers are shown on sheet FP-100.
 - 3) the third type of sprinkler installed will be an upright sprinkler installed in the attic space. A layout could not be provided due to restricted access, so the design criteria for the attic sprinkler system is included.



STEVE SESSIONS

P R E S I D E N T / O W N E R

PROFESSIONAL OVERVIEW

Accomplished Owner/President at Sessions Contractors Group, adept in construction management and business management. Proven track record of enhancing operational efficiency and fostering robust customer relationships. Skilled in regulation compliance and team leadership, significantly improved project delivery by implementing strategic workflow planning. Successfully led projects at Friday Construction LLC, demonstrating exceptional project development and tracking skills.

CONTACT

- ☎ 850-393-4416
- ✉ ssessions@sessionscontractorsgroup.com
- 🏠 6189 Stewart St. Milton, FL 32570
- 🌐 www.sessionscontractorsgroup.com

SKILLS

- Business management
- Work flow planning
- Feasibility analysis
- Systems implementation
- Project development
- Project tracking
- Roofing
- Construction management
- Regulation and compliance
- Controlled budgeting
- Permit processing
- Building codes and regulations

CERTIFICATIONS

- Florida Licensed General Contractor – Construction Industry Licensing Board
License # CGC1508683
- Florida Licensed Roofing Contractor - Construction Industry Licensing Board
License # CCC1328809
- Licensed Residential Home Builder/Remodeler - State of Alabama Home Builders Licensure Board. License # 21183
- Florida Licensed Real Estate Agent – Division of Real Estate
License # SL3324055

WORK EXPERIENCE

Owner / President

Sessions Contractors Group, Milton, FL | 2003 – present

- Consulted with customers to assess needs and propose optimal solutions.
- Managed day-to-day business operations.
- Trained and motivated employees to perform daily business functions.
- Enhanced operational efficiency and productivity by managing budgets, accounts, and costs.
- Delivered outstanding service to customers to maintain and extend relationships for future business opportunities.
- Performed regular inspections of job sites to verify staff and subcontractor observance of important safety protocols.
- Developed effective improvement plans in alignment with goals and specifications.
- Led design and development of residential and commercial buildings.

Superintendent

Friday Construction LLC, Mobile, AL | 2002 – 2003

- Supported project coordination and smooth workflow by coordinating materials, inspections, and contractor actions.
- Reviewed plans and inspected ongoing construction to keep work in line with project goals.
- Maintained safety onsite and upheld all OSHA regulations.
- Managed complete construction process to maximize quality, cost-controls and efficiency.
- Managed multiple workers when performing duties in line with local and national building codes in construction.
- Investigated and reported on accidents, injuries and near-miss incidents.
- Prepared and submitted reports on job progress and safety conditions to upper management.



CHAD SESSIONS

PROJECT MANAGER

PROFESSIONAL OVERVIEW

Results-driven Project Manager with 20 years of experience leading and managing multiple projects simultaneously, developing and maintaining project timelines and budgets, and implementing project management methodologies. Successful track record of increasing project completion rates, achieving cost savings, and ensuring timely delivery of projects. Possesses strong leadership and communication skills to foster collaboration among team members and deliver high-quality results

CONTACT

- 📞 850-393-3182
- ✉️ csessions@sessionscontractorsgroup.com
- 🏠 6189 Stewart St. Milton, FL 32570
- 🌐 www.sessionscontractorsgroup.com

SKILLS

- Project Management
- Construction Scheduling
- Budgeting and Cost Control
- Safety Compliance
- Conflict Resolution
- Quality Assurance
- Time Management
- Problem-solving
- Vendor and Subcontractor Oversight
- Communication

CERTIFICATIONS

WORK EXPERIENCE

Project Manager

Sessions Contractors Group, Milton, FL | 2018 – present

- Orchestrate cross-functional teams using advanced collaboration tools to deliver complex projects within scope, time, and budget constraints
- Develop and execute comprehensive risk management strategies, leveraging predictive analytics to mitigate potential project disruptions
- Facilitate stakeholder engagement through immersive presentations and real-time project visualization tools
- Champion sustainability initiatives within projects, incorporating eco-friendly practices and monitoring environmental impact metrics
- Orchestrate seamless transitions between project phases using advanced automation and handover processes

Superintendent

Sessions Contractors Group, Milton, FL | 2007 – 2018

- Served as Superintendent of a multi-million dollar construction project, overseeing all aspects of the project from pre-construction through completion
- Successfully managed a team of over 25 construction professionals, ensuring the project was accurate, on time, and within budget
- Developed and implemented various project management systems that helped improve the efficiency of construction operations
- Maintained positive relationships with clients, contractors, and other stakeholders to ensure all project goals were met
- Oversee all construction activities to ensure compliance with safety protocols and environmental regulations



TAYLOR WEITH

OFFICE MANAGER

PROFESSIONAL OVERVIEW

Successfully manages high volumes of project documentation in fast-paced environments. Driven and organized individual with strong organizational and communication skills, adept in project coordination and office management tasks. Possesses understanding of construction documentation and scheduling, coupled with proficiency in office software and administrative support. Focused on streamlining operations and enhancing productivity to meet project deadlines. Skilled with business correspondence, bookkeeping and project management.

CONTACT

- 📞 850-889-6142
- ✉️ tweith@sessionscontractorsgroup.com
- 📍 6189 Stewart St. Milton, FL 32570
- 🌐 www.sessionscontractorsgroup.com

SKILLS

- CRM and QuickBooks Software
- Project Management Software
- Records and Database Management
- Operational and Financial Reporting
- Regulatory Compliance
- Invoicing and Billing
- Vendor, Client, and Subcontractor Relations
- Payroll Oversight
- Process Improvements
- Banking Operations
- Proficient in Microsoft Office
- Communication
- Problem-solving
- Time Management

CERTIFICATIONS

- OSHA 30-Hour Outreach Training for Construction, U.S. Department of Labor, 2024

WORK EXPERIENCE

Office Manager

Sessions Contractors Group, Milton, FL | 2024 – present

- Streamline office processes and procedures to boost profits and productivity and facilitate continuous improvements
- Collaborate with other departmental leaders to establish organizational goals, strategic plans, and objectives
- Read through contracts, regulations, and procedural guidelines to verify comprehension and compliance
- Organize and maintain documents, files, and records
- Administer payroll and maintain proper documentation of employee personnel
- Manage accounting and bookkeeping along with monitoring client payments
- Handle scheduling and manage timely and effective allocation of resources and calendars

Assistant Parts Manager

Cowin Equipment Company, Pensacola, FL | 2016 – 2023

- Department management for large heavy equipment company, including secretarial needs
- Maintained, updating, and creating customer, equipment, and vendor files
- Communicated with other departmental managers with information pertinent to successful and time oriented tasks
- Reporting to Stakeholders regarding inventory movement, transactions, and budgeting
- Resolved discrepancies or issues with customers and vendors
- Provided customer service over telephone and in office

Subcontractor Scope of Work

No.	Name	Summary of Work
1	Woodlane	Kitchenette cabinetry and casework materials and labor
2	Coastal Insulation	R-30 Blown Insulation materials and labor
3	Profloors	Flooring base and top layer materials and labor
4	Tompkins Painting	Interior Painting materials and labor
5	Bay Climate Control & Refrigeration	HVAC Systems & Etc.
6	Gadsden Electric	Electrical materials and labor
7	Proactive Fire Protection	Fire Alarm & Sprinkler Systems
8	B&T Fencing	Exterior Fencing materials and labor
9	DJS Supply	Window Treatments materials and labor
10	Air Design Systems	Plumbing materials and labor



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SESSIONS, STEVEN PAUL

SESSIONS CONTRACTORS GROUP INC
6189 STEWART ST
MILTON FL 32570

LICENSE NUMBER: CCC1328809

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SESSIONS, STEVEN PAUL

SESSIONS CONTRACTORS GROUP INC
6189 STEWART ST
MILTON FL 32570

LICENSE NUMBER: CGC1508683

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/03/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



State of Florida

Department of State

I certify from the records of this office that SESSIONS CONTRACTORS GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on February 27, 2003.

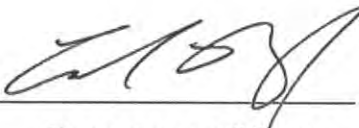
The document number of this corporation is P03000024034.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 15, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of February,
2025*




Secretary of State

Tracking Number: 9365883687CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



U.S Small Business
Administration

800-827-5722 | www.sba.gov
Office | 409 3rd St, SW. | Washington DC 20416

05/01/2025

Steven Sessions
SESSIONS CONTRACTORS GROUP, INC
6189 STEWART ST MILTON, FL 32570

Dear Steven Sessions,

Congratulations! I am pleased to inform you that SESSIONS CONTRACTORS GROUP, INC has been approved for the following U.S. Small Business Administration (SBA) certification(s):

- Veteran-Owned Small Business (VOSB)
- Service-Disabled Veteran-Owned Small Business (SDVOSB)

SESSIONS CONTRACTORS GROUP, INC is eligible for VOSB / SDVOSB contracts and will be identified as a certified VOSB / SDVOSB program participant in [DSBS](#) as of the date of this letter, **05/01/2025**.

To align with your existing certification, your effective date for recertification for all your SBA certifications is **05/01**. **Your first certification renewal will be due 5/1/2028.**

Responsibilities

The information below sets forth requirements related to your business' continued eligibility and its responsibilities as a certified program participant:

- **Reporting Changes:** You are required to notify SBA in writing of changes to your business that could affect its eligibility. Please refer to the attached supplemental pages for more details and examples.
- **System for Award Management (SAM.gov):** You must keep the business' SAM.gov profile records up-to-date and active for the business to receive benefits from our Programs (i.e., to be identified by contracting officers as eligible to be awarded small business set-aside contracts and to be paid under any such contracts). You must validate your business' SAM.gov information at least annually or your SAM.gov registration will become inactive. If you need assistance in updating the business' SAM.gov, please go to the SAM.gov Help Desk at <https://fsd.gov/fsd-gov/home.do>.

- **SBA's Dynamic Small Business Search (DSBS.gov):** A DSBS profile is automatically created when your SAM.gov registration has been fully validated and activated by [SAM.gov](https://sam.gov). Currently, you are not able to access the DSBS Supplemental Pages directly from [SAM.gov](https://sam.gov). Once your profile is active you will be able to add supplemental information to enhance your DSBS profile. If you need assistance in accessing and updating the business's [DSBS.gov](https://dsbs.gov) profile, instruction can be found at the [DSBS Wiki](https://dsbs.wiki) or please go to DSBS Support Portal at <https://sbaone.atlassian.net/servicedesk/customer/portal/8>.
- **Notices from SBA:** You are responsible for responding to notices from SBA, including but not limited to notices regarding certification renewals, eligibility reviews, protests, proposed decertification and termination actions, and recertification requirements. All SBA Programs send such notices to the business' email address listed in its MySBA Profile. If the business fails to respond to these notices, SBA will propose the business for decertification or termination and may subsequently decertify or terminate it from participation in SBA Programs. Therefore, it is critical that you keep the business' SAM.gov and MySBA profiles current, including listing an active email address for contacting the business, and check your email's SPAM folder to make sure that you are receiving emails from SBA.
- **Contracting Requirements:** You are required to comply with limitations on subcontracting requirements and nonmanufacturer rule when performing any small business set-aside contracts (see 13 CFR 125.6)

Resources and More Information

As a certified program participant, there are valuable free resources available to you, including:

- **SBA Resource Partners:** For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.
- The "Contract Opportunities" function in SAM.gov (<https://sam.gov/content/opportunities>) serves as a central listing for Federal procurement opportunities. Anyone interested in doing business with the government can use this system to search opportunities. In addition, the "Contract Data" function in SAM.gov (<https://sam.gov/content/contract-data>) is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories.
- **SBA's Surety Bond Guarantee Program** helps small businesses establish or increase bonding capacity. Bond guarantees increase eligibility for contracts up to \$10M. Go to <http://www.sba.gov/osg> to find an SBA authorized agent.
- **APEX Accelerators** are an official government contracting resource for small businesses. Find your local APEX Accelerator for free government expertise related to contract opportunities by visiting our website: <https://www.apexaccelerators.us>.

Downloading Certification Icons

As a certified business participating in the program(s), you may [visit SBA's website](#) to download SBA-approved digital icons that indicate your certification status for use on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, you **cannot** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, the digital icon **cannot** be used on a company's letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format.

Misrepresentation

Any business found to have willfully misrepresented its certification status in obtaining an SBA program set-aside or sole source award may be subject to a range of civil and criminal penalties, treble damages under the False Claims Act, and/or suspension or debarment from federal contracting.

Next Steps

It is important that you review the attached supplemental pages carefully. These pages contain vital details about the program(s) you are now certified in, including period of eligibility, next steps, guidelines, and additional resources.

Our SBA team is here to support you and your business as you pursue new growth and build capacity. Please keep a copy of this letter to confirm SESSIONS CONTRACTORS GROUP, INC's continued program eligibility. Wishing you much success!

Sincerely,

Brittany Sickler
Deputy Associate Administrator of Certification Programs
Office of Certifications and Eligibility



All SBA programs and services are extended to the public on a nondiscriminatory basis.

State of Florida

Veteran Business Certification

Sessions Contractors Group, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
05/15/2025 to 05/15/2027



Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
● ● ● SUPPLIER DEVELOPMENT



Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

Past Experience

Reference 1

Name: Tibbett's House/Office Renovation

Agency: Tibbett's Lumber Company

Address: 2620 West Michigan Ave

City, State, Zip Code: Pensacola, FL 32526

Contact Person: Mike Bowman, Regional Manager

Contact Email: mike.bowman@tibbettslumber.com

Telephone : 239-810-4496

Project Cost : \$189,000.00

Completion Date : Current (Completing by 4/30/25.)

Scope of Project: Renovate vacant house on Tibbetts' Property into offices creating new restrooms, lobby, offices, security, etc. Renovation includes demo and framing of walls, plumbing for restrooms, office cubicle installations, paint, drywall, roofing.

Reference 2

Name: Motion Addition

Agency: Motion Industries

Address: 705 Palomar Drive

City, State, Zip Code: Pensacola, FL 32507

Contact Person: Ken Bobo, Branch Manager

Contact Email: ken.bobo@motion-ind.com

Telephone : 850-384-0381

Project Cost : \$1,199,465.00

Completion Date : 10/1/19

Scope of Project : Construct 70' x 180' metal building addition. Including but not limited to openings, interior framing, drywall, paint, roofing, etc.

Reference 3

Name: Jeweler's Trade Renovation/Addition

Agency: Jeweler's Trade Shop

Address: 26 Palafox Place

City, State, Zip Code: Pensacola, FL 32502

Contact Person: Corbett Davis, Owner

Contact Email: corbett@jewelerstradeshop.com

Telephone : 850-432-4433

Project Cost : \$140,817.00

Completion Date : 5/15/23

Scope of Project : Renovation and Addition to mezzanine level on rear. Project included framing, drywall, paint, openings, etc. to mezzanine level of existing building.

**CITY OF PENSACOLA, FLORIDA
REQUEST FOR PROPOSALS
RFP NO. 25-030**

ALICE WILLIAMS LIBRARY RENOVATION

The City of Pensacola is requesting proposals from professional construction firms experienced in providing building renovation and restoration services.

Sealed and complete hardcopy proposals **with original or electronic signature**, and **three (3) additional copies**, plus **one (1) complete and identical electronic copy (single PDF)** on flash drive or CD, must be received no later than **May 14, 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 FACE of the sealed submittal package shall **identify the respondent, the RFP title, and the RFP number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after the closing time 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 a bid/proposal bond is required:

- An insurance company's executed bond **may be included with the electronic submittal**.
- A certified check/cashier's check **must be delivered** to the address above.

Those submittals received will be opened and publicly acknowledged the **following business day (May 15, 2025, 10:00 A.M., local time)** via Microsoft Teams at the following link*: [Microsoft Teams proposal opening link](#).

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.

A proposal tabulation/Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Proposers are advised to check the website frequently.

Any questions concerning the proposal should be addressed and submitted in writing **no later than 10:00 A.M.**, local time, **May 5, 2025** to:

Dedria Lunderman, Purchasing Manager
City of Pensacola
222 W. Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

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 to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item number when applicable, to waive any proposal informalities and to re-advertise for proposals 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.

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

BACKGROUND AND PURPOSE

The Alice Williams Library, located at 1015 N. E Street, Pensacola, FL 32501, holds significant historical importance. Established in August 1952, it was the first library serving African American citizens in Pensacola. Named after Alice Sturdivant Williams, a distinguished local educator dedicated to the advancement of Pensacola's African American youth, the library emerged from a grassroots initiative led by the Negro Parent Teacher Association at Washington High School. This effort began in October 1945 and culminated in the library's opening in 1952.

Over the decades, the building has aged and now requires renovations to meet current codes and standards. Recognizing the aging infrastructure and the growing needs of the community, the City of Pensacola is undertaking a comprehensive renovation to update and improve this important facility. In recognition of its cultural and historical significance, the City of Pensacola was awarded a \$500,000 African American Cultural and Historical grant from the State of Florida to support the restoration project. An additional \$300,000 in Westside CRA funds are also allocated to this project. The goal of this renovation is to modernize the building, enhance functionality, ensure compliance with current building codes and standards, and improve accessibility for all patrons. This project aims to preserve the historical significance of the building while updating its interior and exterior features. The intended use of the building is being finalized in conjunction with upcoming renovations to the nearby Fricker Center. Uses ranging from an auxiliary childcare center to an event space are currently under consideration.

Project Budget

The project budget for construction, including contingency, is \$690,000. Proposals greater than \$690,000 may still be submitted but will not be eligible for the entire 40 points of the Cost selection criteria when evaluated by the selection committee.

SCHEDULE OF EVENTS (Subject to change)

Date	Activity
April 14, 2025	Publish RFP
May 5, 2025, 10:00 a.m.	Questions due
May 14, 2025, 2:30 p.m.	Proposals due
May 15, 2025, 10:00 a.m.	RFP Opening
May 22, 2025	Distribution of Materials for Review
May 29, 2025, 10:00 a.m. City Hall 1 st floor Conference room 222 West Main St, Pensacola, FL 32502	Evaluation Committee Meeting* Ranking / Shortlisting Proposals <i>*Recommendation of Contract Award may be made at this meeting</i>
June 12, 9:00 a.m. City Hall 1st floor conference room 222 West Main St, Pensacola, FL 32502	Evaluation Committee Meeting Oral Presentations (if needed) Recommendation of Contract Award

All times are local time.

INSTRUCTIONS AND GENERAL SPECIFICATIONS

The City of Pensacola is not liable for any costs incurred by the proposers in preparing or responding to this request.

Proposal Documents

Sealed proposals must be submitted in the proposal format outlined as part of these Instructions and General Specifications. Proposal documents include at a minimum:

- Proposal response in stated format
- Proposal form(s) provided by City
- Required City forms
- Acknowledgement of addenda

Modification of Proposal Documents

Notwithstanding anything else stated herein, the City reserves the right to modify the proposal documents, including the Agreement, by issuing addenda to be posted on the City's website.

Contract Inclusions

These instructions, specifications, and statements accompanying the proposal, and the proposal itself, shall be included in the Agreement that will be entered into for this service.

SCOPE OF SERVICES

The Alice Williams Library Renovation Project is a comprehensive effort to modernize this historic facility while preserving its architectural significance. The project includes upgrades to infrastructure, safety, and accessibility in compliance with local, state, and federal historic preservation standards. The work involves selective demolition, restoration of key structural elements, and improvements to the building's exterior and interior finishes. Essential mechanical, electrical, and plumbing systems will be overhauled, incorporating energy-efficient HVAC, upgraded electrical panels, and modernized plumbing fixtures. Accessibility will be improved through Florida Building code-compliant restrooms, ramps, and pathways, while site enhancements include stormwater drainage improvements, new parking configurations, and landscaping updates. Contractors must adhere to strict historic preservation guidelines and permitting requirements, ensuring the renovation maintains the building's historical integrity while providing a safe, efficient, and functional space for the community. Please reference the detailed project plans attached at the end of the RFP. Any changes to these plans must be approved by the engineer of record prior to the start of the construction.

SUBMITTAL FORMAT & EVALUATION CRITERIA

Submittals shall be in the format described below. The selection criteria and points used in ranking the submittals are noted in the attached Evaluation Sheet. This RFP does not include a page limit, but submittals should be concise and reader friendly. Each section in the submittal should follow the format/organization noted in this section. Proposal packages will be evaluated, and a selection made, using the following criteria.

An Authorized Representative of the firm shall sign submittals. All information requested must be submitted. Failure to submit all information may result in a lowered evaluation score of the submittal. At its discretion, the City may waive minor discrepancies or reject submittals substantially incomplete or lacking key information.

A. Introduction

This section will contain a cover letter no longer than two (2) pages, signed by an Authorized Representative of the offering firm. A table of contents will follow the cover letter. This section should also include those required City forms within the RFP, and acknowledgement of any addenda issued.

1. Signature Sheet
2. Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
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. Drugfree Workplace Certificate
7. Non-Collusion Affidavit
8. Public Entity Crimes Statement
9. Anti-Kickback Affidavit
10. Acknowledgement of addenda (signed signature pages of addenda)

B. Criteria

1. **Cost: (40 points)**
 - a) Detailed Schedule of Fees
 - b) Breakdown of labor, materials, overhead
 - c) Value Engineering: Show approaches to optimize project value while minimizing costs without compromising quality
2. **Composition and Qualifications of Staff (25 points)**
 - a) Include resumes of personnel who will be assigned to provide services.
 - b) Identify which services are provided by outside vendors or contractors.

- c) Key personnel qualifications and experience
- d) Professional licenses and certifications relevant to project tasks

NOTE: All personnel to be assigned to this project are subject to approval by the City. Replacement personnel must have education and experience equivalent to the individuals replaced. Resumes of personnel to be assigned to this project, including replacement personnel, are to be submitted to the City for review and the City reserves the right to interview replacement personnel prior to its approval.

3. Experience/History of Services and Projects (25 points)

- a) Firm's total number of years in business
- b) Relevant Project Experience: Provide case studies or summaries of similar renovation projects, particularly those involving historical buildings.
- c) References: Supply contact information for previous clients who can attest to the quality and reliability of your work.
- d) Project Outcomes: Discuss the success and impact of past projects, including Record of completing projects on schedule and within budget

4. Local office in Pensacola area (10 points)

- a) Evidence of an established office or operational presence within Pensacola or surrounding localities
- b) Ability to provide timely and effective project management and response

C. Evaluation

A selection committee will rank the submittals using the evaluation sheet for the written submittals. Based upon the written submittals, the City reserves the right to hear oral presentations, and to select up to five firms to give oral presentations to the selection committee. The selection committee will make a recommendation to the Mayor who will make the final determination regarding the selection of the successful firm.

RFP No. 25-030

Alice Williams Library Renovation

Signature Sheet

The undersigned, as Proposer, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the specifications.**

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: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [REDACTED], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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: _____

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.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal 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 proposals 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.

CITY OF PENSACOLA NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

_____, being first duly sworn, deposes and says
that:

1. (S)He is _____ of _____, the Proposer
that has submitted the attached Proposal;
2. (S)He is fully informed respecting the preparation and contents of the attached Proposal
and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the Proposer nor anyone acting on behalf of the Proposer, including this affiant,
has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other
Proposer, firm or person to submit a collusive or sham Proposal in connection with the
Contract for which the attached Proposal has be submitted or to refrain from proposing in
connection with such Contract, or has in any manner, directly or indirectly, sought by
agreement or collusion or communication or conference with any other Proposer, firm or
person to fix the price or prices in the attached Proposal or of any other Proposer, or to
fix any overhead, profit or cost element of the Proposal price or the Proposal price of any
other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against the City of Pensacola, Florida or any person interested
in the proposed Contract; and,
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the
Proposer or anyone acting on his/her/its behalf.

(Signature)

(Title)

Subscribed and Sworn to before me of this ____ day of _____, 20__.

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____ County,
My commission expires: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**SWORN STATEMENT UNDER SECTION 287.113(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____.

2. This sworn statement is submitted by _____
[name of entity submitting sworn statement]

whose business address is _____
and (if applicable) its Federal Employer _____

Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security number of the individual signing this sworn statement: (_____.))

3. My name is _____ and my relationship to
[please print name of individual signing]

the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

3. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

an arm's-length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States, with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate was placed on the convicted vendor list. There has been subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

(Signature)

(Title)

Subscribed and Sworn to before me of this ____ day of _____, 20__.

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____ County,
My commission expires: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL

FEDERAL CONTRACT PROVISIONS COPELAND "ANTI-KICKBACK" ACT

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

(Signature)

(Title)

Subscribed and Sworn to before me of this ____ day of _____, 20__.

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____ County,

My commission expires: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL

STATEMENT OF NO RESPONSE
Bid/RFP/RFQ #25-030

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 the solicitation for the following reason(s):

SPECIFICATIONS

___ Specifications too "tight" (i.e., limited to one brand or manufacturer)

___ Specifications unclear

___ Unable to meet specifications

NATURE OF AWARD

___ Insufficient time to respond

___ Equivalent options not offered

___ 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: _____

**PROPOSAL NO. 25-030
ALICE WILLIAMS LIBRARY RENOVATION
EVALUATION SHEET**

Name of Firm(s): _____

Reviewer: _____

	Possible Points	Points Given
1. Cost	40	_____
2. Composition and Qualifications of Staff	25	_____
3. Experience/History of Services and Projects	25	_____
4. A local office in the Pensacola area	10	_____
TOTAL POINTS	100	_____

Notes:

INSURANCE AND INDEMNIFICATION

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 limits specified.

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

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 Contractor 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.

Commercial General, Umbrella Liability, and Professional Liability Coverages

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, 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, 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 contractors, and property damage resulting from, explosion, collapse or underground (x,c,u) exposures. The coverage shall be written on occurrence-type basis.

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.

Professional Liability insurance coverage must be provided to afford protection for errors and omissions arising out of services provided under, or associated with this contract. Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate must be provided.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the 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.** 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 Contractor 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 Contractor shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

INSURANCE OF THE 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.

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. 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.

HOLD HARMLESS

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

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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

GENERAL CONDITIONS

To ensure acceptance, all proposers submitting proposals to the City of Pensacola shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and proposals not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe items or services best suited to the needs of the City. However, the City invites proposals with alternate solutions to the objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **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 proposer may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the proposal 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 proposal. The proposer 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).
3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible proposer submitting the most responsive or best alternative proposal for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.
4. **Proposal (RFP) Bond: None.**
5. **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.
6. **Exceptions to Specifications:** In order that equal consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor or City Council is the final authority in determining the acceptability of any exceptions to specifications.
7. **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.

8. **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 Request for Proposals Page. Inquiries must refer to the proposed item(s) or service(s) and the date of the proposal 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.
9. **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 proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
10. **Licenses, Registration and Certificates:** Each proposer shall possess at the time of submitting its proposal all licenses, registrations 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. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded proposer 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).
11. **Mistakes:** Proposers 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 proposer's risk. Unit prices proposed will govern in award.
12. **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 the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(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.
13. **Permits and Taxes:** The proposer 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. Proposers 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.
14. **Prohibited Conduct by Proposers:** 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 any member of Pensacola City Council, the Mayor, 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.

- 15. Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
- 16. Protests:** Protests of the plans, specifications, and other requirements of requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of proposal 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.
- 17. 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).
- 18. Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.
- 19. 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.
- 20. Rejection of Proposals:** The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

21. Sealed Proposals: The specifications and all executed proposal forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the proposer. In the event more than one proposal submittal deadline is scheduled for the same date and time, do not include proposals concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the proposer, the item(s) or service(s) proposed and the proposal number.** It shall be the sole responsibility of the proposer to assure receipt of proposal at the Purchasing Office prior to the published time for the proposal submittal deadline. No proposal will be accepted after closing time for receipt of proposals; **nor will any offers by telephone, fax, internet or email be accepted.**

22. Tax: The City of Pensacola is exempt from all State and local sales tax.

23. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected via delivery to the contractor at least thirty (30) business 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.

24. 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.

25. 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.
--

FEDERAL CONDITIONS

Required Contract Provisions

1. BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))
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.
2. TERMINATION FOR CAUSE OR CONVENIENCE(2 CFR § 200 Appendix II(B))
The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.
3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
Clean Air Act
Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.

Federal Water Pollution Control Act
The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.
4. DEBARMENT AND SUSPENSION
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's

principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR

RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. BYRD ANTI-LOBBYING AMENDMENT.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A).

ATTACHMENT “C”
DAVIS BACON REQUIREMENTS - 29 CFR 5.5

(1) *Minimum wages* —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in [paragraphs \(d\) and \(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized

representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) **Withholding** —

(i) **Withholding requirements.** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the

same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) **Records and certified payrolls —**

(i) **Basic record requirements —**

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona

fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) ***Additional records relating to fringe benefits.*** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) ***Additional records relating to apprenticeship.*** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) ***Certified payroll requirements —***

(A) ***Frequency and method of submission.*** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) ***Information required.*** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually

identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under [paragraph \(a\)\(3\)\(i\)](#) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\) through \(iii\)](#) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that

maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity* —

(i) *Apprentices* —

(A) ***Rate of pay.*** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) ***Fringe benefits.*** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) ***Apprenticeship ratio.*** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [paragraph \(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [paragraph \(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid

not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\)](#) through [\(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

- (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by [paragraph \(a\)](#) of this section or [29 CFR 4.6](#). As used in this [paragraph \(b\)](#), the terms "laborers and mechanics" include watchpersons and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such

workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) **Withholding for unpaid wages and liquidated damages —**

(i) **Withholding process.** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by

authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) ***Incorporation of contract clauses and wage determinations by reference.***

Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) ***Incorporation by operation of law.*** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [§ 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

**CONTRACT BETWEEN CITY OF PENSACOLA AND
[xxxCONTRACTORxxx]
BASED UPON REQUEST FOR PROPOSALS #_____**

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 Request for Proposals #_____, on _____, 20____ (“RFP”), for _____, as modified by any addendum to the RFP (“Addenda”), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “RFP Documents”); and

WHEREAS, in response to the RFP Documents, the Contractor submitted to the City a proposal dated _____, 20____, 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 as described in the RFP 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 _____ (\$_____) 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.

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.

Section 18. Federal Required Language

Since the parties anticipate that federal funding will be applied to this Agreement, federal contract clauses contained in Attachment "C" must be complied with, where applicable, in addition to the clauses already mentioned.

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

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, D. C. Reeves

By _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

(CORPORATE SEAL)

Legal in form and execution:

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 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

PUBRICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):
 - ☐ Lump Sum/Flat Fee
 - ☐ Hourly Rate(s)
 - ☐ Other: _____

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):
 - ☐ Lump Sum/Flat Fee: _____
 - ☐ Hourly Rate(s) are: _____
 - ☐ Other: _____

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):
 - ☐ One-time, lump sum at the end of the work/project
 - ☐ After submission of monthly or periodic invoices
 - ☐ Other: _____

ATTACHMENT "C"

FEDERAL CONDITIONS

Required Contract Provisions

1. BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))
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.
2. TERMINATION FOR CAUSE OR CONVENIENCE(2 CFR § 200 Appendix II(B))
The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.
3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
Clean Air Act
Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.
Federal Water Pollution Control Act
The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.
4. DEBARMENT AND SUSPENSION
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's

principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR

RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. BYRD ANTI-LOBBYING AMENDMENT.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A).

ATTACHMENT “C”
DAVIS BACON REQUIREMENTS - 29 CFR 5.5

(1) *Minimum wages* —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in [paragraphs \(d\) and \(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all

interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) **Withholding** —

(i) **Withholding requirements.** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the

same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) **Records and certified payrolls —**

(i) **Basic record requirements —**

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under [paragraph \(a\)\(3\)\(i\)](#) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\) through \(iii\)](#) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records.

WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices and equal employment opportunity —**

(i) **Apprentices —**

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [paragraph \(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [paragraph \(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\)](#) through [\(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by [paragraph \(a\)](#) of this section or [29 CFR 4.6](#). As used in this [paragraph \(b\)](#), the terms “laborers and mechanics” include watchpersons and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [paragraph \(b\)\(1\)](#).

(3) **Withholding for unpaid wages and liquidated damages —**

(i) **Withholding process.** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including

interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) **Incorporation of contract clauses and wage determinations by reference.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) **Incorporation by operation of law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [§ 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where

the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

SAMPLE

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [REDACTED], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

EXHIBIT A
RFP DOCUMENTS

SAMPLE

EXHIBIT B

PROPOSAL

The Proposal dated _____, which Contractor submitted in response to the RFP Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

SAMPLE



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-800

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 25-09 - STORMWATER PONDS MAINTENANCE CONTRACT

RECOMMENDATION:

That City Council award Bid 25-009, Stormwater Ponds Maintenance contract to Big Orange Enterprises, LLC (dba Escape Landscaping and Lawn Care) of Pensacola, FL, the second lowest and most responsible bidder with a base bid of \$104,040. 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's Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods.

Over the past decade, the City of Pensacola has undertaken an aggressive program to address the quality of its stormwater discharges to local waterways. Due to the considerable number of stormwater points and outfall ditches, the City does not have the resources to maintain in-house and has thus opted to outsource this activity.

Stormwater pond maintenance services covered by this contract include mowing, minor tree trimming, litter or debris removal, minor fence repairs, and maintenance of adjacent rights-of-way. Each pond or ditch will receive maintenance at least monthly during the growing season (March to October), and depending on the location, some will receive service on a bi-weekly basis. Additionally, the contractor will be responsible for all traffic control and for restoration of landscaped areas should their equipment cause any damage.

This is a one-year contract with an option of up to two (2) one-year renewals at the discretion of the City. The contract with the lowest bidder that was previously awarded has been terminated.

PRIOR ACTION:

February 13, 2025 - City Council awarded bid #25-009, Stormwater Ponds Maintenance contract to the lowest and most responsible bidder. (That contract has since been terminated.)

FUNDING:

Budget:	\$ <u>400,000</u>	FY25 (Fund 109) Stormwater Pond Maintenance
Actual:	\$ <u>104,040</u>	FY25 (Fund 109) Stormwater Pond Maintenance

FINANCIAL IMPACT:

Funds are currently appropriated in the Public Works & Engineering Department within Fund 109 (Stormwater Operating). This is a 12-month contract, and the total cost of the award is \$104,040.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Tootle, Director of Public Works & Engineering

ATTACHMENTS:

1. Bid Tabulation Sheet
2. Contract for Big Orange Enterprises

PRESENTATION: No

TABULATION OF BIDS

BID NO: 25-009
TITLE: STORMWATER PONDS MAINTENANCE CONTRACT

SUBMITTALS DUE: 12/0924, 2:30 P.M. DEPARTMENT: Public Works	GREEN ENERGY CONTRACTING, LLC Holt, FL	ESCAPE LANDSCAPING Pensacola, FL	GULF COAST ENVIRONMENTAL CONTRACTORS, INC. Pensacola, FL	CUTS N BEYOND Pensacola, FL	A CUT ABOVE LANDSCAPING Pace, FL
Base Bid	\$97,808.75	\$104,040.00	\$123,980.20	\$149,686.00	\$168,992.45
S/M/W/VBE Vendor		SBE	MBE/WBE		

**CONTRACT BETWEEN CITY OF PENSACOLA AND
BIG ORANGE ENTERPRISES, LLC
(dba Escape Landscaping and Lawn Care)
BASED UPON INVITATION TO BID #25-009**

THIS CONTRACT (“Contract”) is made this ____ day of _____, 2025 (**“Effective Date”**), 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 Big Orange Enterprises, LLC, (d.b.a. Escape Landscaping and Lawn Care), (**“Contractor”**), a limited liability company authorized to do business in Florida, located at 7700 N Hilburn Rd, Pensacola, FL, 32514, (the City and Contractor collectively referred to hereinafter as the **“Parties”**).

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #25-009 on November 8, 2024 (**“Invitation to Bid”**), as described in Scope of Work and Specifications for Stormwater Ponds Maintenance Contract, Bid #25-009, as modified by any addendum to Invitation to Bid #25-009, 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 December 9, 2024, (**“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 Bid 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 one hundred four thousand and forty dollars (\$104,040.00) 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.

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

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, D. C. Reeves

By _____
Member

Attest: _____
City Clerk, Ericka L. Burnett

(Printed Member's Name)

Approved as to Substance:

By: _____
Member

Department Director

(Printed Member's Name)

Legal in form and execution:

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 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

PUBRICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

EXHIBIT A
BID DOCUMENTS

Date: December 3, 2024

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2
TO THE INVITATION TO BID

STORMWATER PONDS MAINTENANCE CONTRACT

BID NO: 25-009

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 ADDENDUM MUST BE RETURNED
WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT.**

Company:_____

Date:_____

Authorized:
Representative:_____

Printed Name

Title:_____

Signature:_____

Questions and Answers

1. Fence maintenance is from November through March. Is this for the monthly visual inspection of fence line to establish any repairs? Will a PO be issued for this item November through March?
A. No to both.
2. Are the amounts listed below under quantity the amounts for an entire year service for each line item?

PROPOSAL
BID NO. 25-009

STORMWATER PONDS MAINTENANCE CONTRACT

Quantities below are estimates only.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Curb/Sidewalk Edging	LF	19420		
2	Fence Management*	LF	97935		
3	Standard Mowing	AC	465		
4	Slope Mowing	AC	251		
5	Litter Removal	AC	695		
				ANNUAL COST	

- A. No. The amounts listed under quantity are the amounts PER MONTH for each line item.

Questions 3-5 refer to the following images:

Frequency of Mowing

The area and limits of mowing have been previously established and are distinguishable in the field but new areas have been added with this contract. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the City and around existing appurtenances located within the stormwater facility or right-of-way as directed by the Public Works & Facilities Director or their designee.

The Public Works & Facilities Director or their designee will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of cycles. Complete each mowing cycle within 30 calendar days of beginning the cycle, weather permitting.

EXHIBIT "A"

LOCATIONS/SERVICES

			Frequency Cut	Edge SW	Edge Curb	Spray & Cut Fence						
Name	Type	Location / Address	March to Oct.	March to Oct.	March to Oct	April to Oct	Fence in ft	Flat	Flat Acres	Slope	Slope Acres	High Viz.
F & LEE	Pond	F St. & Lee St. (N.E. Corner)	Bi-Wkly	Bi-Mo 900'	1480'	X	1600		0.04	X	1.86	X
HAYDEN PLACE	Pond	1137 Hayden Pl.	Bi-Wkly			X	800	X	0.82			
L & ZARRAGOSSA	Pond	L St. & Zarragossa St. (S.E. Corner)	Bi-Wkly			X	360	X	0.18			X
LONGHOLLOW	Pond	Guillemard St. & Moreno St.	Bi-Wkly	Bi-Mo 450'		X	4470	X	15			
McGEE FIELD	Pond	M.L.K. & Bobe St.	Bi-Wkly			X	535	X	0.06	X	0.21	
ARAGON	Pond/ Pumps	130 Cevallos (Back of property)	Bi-Wkly			X	500	X	0.34			
12th & CROSS	Pond/ Pumps	12th Ave and Cross Street	Bi-Wkly	Bi-Mo 440'	1920	X	1900	X	1.2	X	2.1	X
17th AVE & TRESTLE	Pond	17th Ave & R/R Trestle	Bi-Wkly	Bi-Mo 150'		X	475	X	0.34			X
SILVERLEAF # 1	Pond	4200 Blk of Spanish Trail Rd	Bi-Wkly			X	350	X	0.16			X
BRITTANY FORGE # 1	Pond	3100 New Hope Dr.	Bi-Wkly			X	620	X	0.5			

3. Will the sites to be maintained during a mow cycle be determined by facilities director or will it follow the "frequency cut" on Exhibit "A"?
 - A. The sites to be maintained will follow the "frequency cut" for each Exhibit. In addition, The "Edge SW and the Edge Curb" will follow the schedule on the "Edge SW".
4. Frequency Bi-Monthly meaning in Exhibit "A" pages 1-7, Edge SW column. Does it mean twice per month or every other month?
 - A. Every other month.
5. Frequency Edge Curb. Does the Edging of curbs follow the Edge SW or Frequency Cut?
 - A. The Edge SW.

6. What is the previous bid totals for this contract?
A. The previous bid tabulation is attached.
7. There are landscaping beds around the Cordova ponds. Is the maintenance of these included? Pine straw for the beds? Is there irrigation here?
A. No to all three. The landscaping beds are not in the 2 feet outside and inside fence line maintenance requirements for this contract.
8. 12th and Cross has landscaped trees around the pond. Are trimming and maintaining these included? Pine straw for the tree beds here?
A. No to both. The landscaped trees are not in the 2 feet outside and inside fence line maintenance requirements for this contract.
9. Are both ponds at F and Lee included?
A. Yes.
10. Has tree clearing around the fences been performed recently? Some ponds appear to have very dense and thick brush up to the outside of the fence, are these area to be included or just maintaining those areas already clear? How much fence line has dense brush to clear off of it?
A. Yes. Tree clearing is being performed daily. All areas will be included as we are on track to have ALL ponds cleared by March. Contractor will just maintain.

TABULATION OF BIDS

BID NO: 22-001

TITLE: STORMWATER PONDS MAINTENANCE CONTRACT

SUBMITTALS DUE: November 22, 2021, 2:30 P.M. DEPARTMENT: Public Works	ESCAPE LANDSCAPING & LAWN CARE Pensacola, FL	GULF COAST ENVIRONMENTAL CONTRACTORS, INC. Pensacola, FL	THE WALLACE COMPANY Pensacola, FL	EXECUTIVE LANDSCAPING, INC. Pensacola, FL
Base Bid	\$89,025.25	\$127,494.20	\$189,000.00	\$223,700.00
S/M/W/VBE Vendor	SBE	SBE	N/A	N/A

Date: November 27, 2024

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1
TO THE INVITATION TO BID

STORMWATER PONDS MAINTENANCE CONTRACT

BID NO: 25-009

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 ADDENDUM MUST BE RETURNED
WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT.**

Company:_____

Date:_____

Authorized:
Representative:_____

Printed Name

Title:_____

Signature:_____

Questions and Answers

- Q1. To bid on the pond contract for the City of Pensacola, do you have to have a General Contractor License or a Florida underground utilities license?
A. Neither. Lawn care must be the primary business.
- Q2. Which pond has irrigation?
A. The pond at 12th Ave and Cross Street is the only pond with irrigation.
- Q3. If there is a hole in the fence, who should fix it?
A. The contractor will make ALL minor repairs to the fence.
- Q4. Does the contractor need to treat the water in the ponds?
A. No.
- Q5. Will the City of Pensacola work with the contractor on weather conditions?
A. Yes.
- Q6. Can the contractor spray the fence line?
A. Only if the contractor has a spray license.
- Q7. What will be the special vindication on getting on the Airport?
A. There is no pond on airport property that needs to be maintained in this contract.

**THE CITY OF PENSACOLA, FLORIDA
INVITATION TO BID
BID NO. 25-009**

STORMWATER PONDS MAINTENANCE CONTRACT

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 9, 2024, 2:30 P.M.**, local time, at the following location.

**City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing**

The OUTER FACE of the sealed submittal package shall **identify the respondent, the bid title, and the bid number** (whether hand-delivered, mailed, or via UPS/Fedex or other courier service). Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted. After the submittal deadline those submittals received will be opened and publicly acknowledged. Interested parties may attend.

Alternatively, electronic bids may be submitted to [Demandstar](#) or [Central Bidding](#). Both sites require registration and varying fees for notifications and document downloads. **If submitting electronic bids and a bid/proposal bond is required, that bond must be mailed separately to the address above.**

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 **1:00 P.M.**, central time, **November 19, 2024**, at the Field Service Center, 2nd floor conference room, 2757 North Palafox, Pensacola, Florida.

Bidders shall submit a certified check, cashier's check, or bid bond, payable to the City of Pensacola in the amount **one thousand dollars (\$1,000)** for a period of sixty (60) days.

Any questions concerning the bid should be addressed and submitted in writing **no later** than **10:00 A.M.**, local time, December 2, 2024, 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.

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. 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.

6. 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.

7. 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
- B. Florida Licensed Underground Utilities Contractor

8. 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.

9. 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.

10. 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.

11. RECEIPT AND OPENING OF BIDS

- A. 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.

12. 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.

13. 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. The Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

Bid No. 25-009

STORMWATER PONDS MAINTENANCE CONTRACT

Scope of Work

Over the past decade, the City of Pensacola Florida has undertaken a very aggressive program to address the quality of its stormwater discharges to local waterways. To that end a number of different stormwater treatment facilities have been installed. Historically, the City has addressed the routine maintenance of these facilities with in-house staff; however, due to the increasing number of stormwater ponds and increased environmental regulations, the City is outsourcing this activity. The current inventory of stormwater treatment units is a combination of wet and dry retention ponds, paved concrete ditches and grassed ditches of varying size.

Required services include mowing, minor tree trimming, litter or debris removal, and maintenance of adjacent rights-of-way. Attached is a list of locations of existing stormwater ponds and ditches and the approximate cutting areas. The contractor will be responsible for all traffic control, and for restoration of landscaped areas should their equipment cause any damage. City Public Works staff will assist in defining access points to all treatment units and verify that the units are cleaned before the contractor will be allowed to proceed to the next location. Payment will be based on unit type and size.

Contract periods will be 12 months to allow for required maintenance and repair work if required. The contract is from January to December. Mowing is from March to October. Fence maintenance is from November to March. All contractors are encouraged to visit the sites to become familiar with the work areas and to review the logistics associated with these locations. Quantities shown on the bid quantity sheet and the location tables are estimates only.

Fence Maintenance:

- Both inside and outside of the fence line must be cleared two feet each way.
- Minor repairs to the fence are required of the contractor:
- If the fence has a hole in it the contractor will repair the holes.
- The fence is to be cleaned from the top of the fence to the bottom.

Stormwater Treatment Unit Maintenance

Mowing of the City of Pensacola stormwater treatment ponds/ditches should be done during dry weather conditions when no flow is entering the system. Floating trash can be netted out if you wish to separate it from other pollutants.

Disposal of any material removed from stormwater treatment facilities should be done in accordance with local regulations. All material removed will be transported to the City

of Pensacola storage area located on Summit Blvd just west of Spanish Trail, near the Pensacola International Airport.

Frequency of Mowing

The area and limits of mowing have been previously established and are distinguishable in the field but new areas have been added with this contract. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the City and around existing appurtenances located within the stormwater facility or right-of-way as directed by the Public Works & Facilities Director or their designee.

The Public Works & Facilities Director or their designee will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of cycles. Complete each mowing cycle within 30 calendar days of beginning the cycle, weather permitting.

Equipment

Equip all mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18 inch X 18 inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

If the Public Works & Facilities Director or their designee determines that any equipment is deficient in safety devices, the equipment will be removed from service immediately. The equipment will remain out of service until the deficiency is corrected to the satisfaction of the Public Works & Facilities Director or their designee. Inspection of the equipment by the Public Works & Facilities Director or their designee will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

Maintain the mowing equipment so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowing equipment used must have the capability of cutting a height from 2 inches to 3 inches.

Method of Operation

Begin any mowing cycle when authorized in writing by the Public Works & Facilities Director or their designee. Notify the Public Works & Facilities Director or their designee when a cycle is started and when work is interrupted for any reason. Prior to beginning work on the first cycle, provide a pattern or plan for mowing to the Public Works &

Facilities Director or their designee for approval. Subsequent cycles will follow the pattern adopted for the first cycle.

Complete each mowing cycle in its entirety prior to beginning another cycle. When work by others, or weather conditions of a temporary nature, prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Public Works & Facilities Director or designee may require mowing of these areas as part of the cycle without penalty for exceeding the time allowed or additional compensation.

Do not mow grassed areas saturated with standing water. At the Public Works & Facilities Director or their designee's discretion, mow the areas during a subsequent cycle, or cut to the surface of the water using hand labor or other specialized equipment. Mow all dry pond bottoms. Additional compensation may be requested for alternate methods used to mow wet areas. Quantities will be agreed upon prior to beginning work in any area in question.

Prior to mowing: pick up, remove from the stormwater facility or right-of-way, and dispose of any large items such as wood, tires, cans, bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, or scattered by the mower and result in an objectionable appearance. Exercise the necessary care to preclude any source of litter.

SPECIFICATIONS

75 LOCATIONS

It is the intent of these specifications to set forth and describe all labor, equipment, materials, and means necessary to provide grass mowing, minor tree trimming, litter and debris removal, and maintenance at the seventy-five (75) areas listed in Exhibit "A."

1. **Mowing**

Mower blades shall be sharpened before each cutting. Mowing heights shall be verified with City representative for each site prior to starting the contract period. Unless otherwise noted on Exception sheet, mow all areas at 2-2 1/2" heights.

2. **Edging and Trimming**

When stormwater ponds are located adjacent to public roadways it will be the contractor's responsibility to edge and trim existing sidewalks and curb lines. Contractor should check with City representative if there are any questions.

3. **Weed and Tree Control**

Contractor may use Roundup herbicide for weed and tree control around fences, poles, curb and gutter areas, sidewalks, inlet and discharge structures or pond slopes and bottoms, except where erosion problems may occur. Roundup not to be used for edging curbs next to grass areas or where area will be left unsightly.

4. **Debris Removal**

All foreign debris to be removed **PRIOR** to mowing. Sidewalks, curbs, and gutters to be cleaned of clippings after each mowing and edging. Also, entire site to be cleaned of debris and litter each visit, i.e., trash, leaves, limbs, sticks, rocks, cans, bottles, dead fish - anything that makes area unsightly will be removed.

NOTE: For each month of the contract period when mowing is not required, litter and debris removal will still be required as directed by the City representative.

5. **Mowing/Safety Signs & Equipment**

Contractor shall supply a minimum of two (2) 30" x 30" (minimum size) orange mesh signs that read DANGER - MOWERS AHEAD. Signs are to be mounted on proper stands and visible on each end of area being mowed. Signs are to be moved accordingly as mowers progress on site so as to warn traffic and pedestrians of potential danger ahead. If these are not used, a deduction will be taken. The City representative has the authority to require contractor to replace signs with new signs when existing become unsafe (not visible). **If contractor does not use vests and/or signs, the City representative has authority to stop work and a % deduction will be made from monthly bill.**

Contractor shall supply employees with safety vests to add to visibility of worker and warn traffic and pedestrians of possible work in progress. Contractor to provide eye protection as required by OSHA.

6. **Tree and Palm Trimming**

Check and trim trees and palms on all low limbs or fronds that might present a hazard to mowers or pedestrians. Remove any dangerous limbs or larger trees and brush

on site. Trim overhanging limbs from fences. Trim all dead wood from smaller trees and remove suckers growing at base to maintain character of trees as needed.

7. Sprinklers

Contractor shall be responsible for checking all sprinklers and especially pop-up sprinklers in grass areas prior to mowing to make sure heads are recessed in closed position at grade. Contractor will be responsible for sprinklers they damage during site maintenance. The contractor shall be back charged for materials and labor in the form of a deduction from their monthly invoice for any repairs to damaged irrigation.

8. Conduct

Since work is highly visible, contractor shall conduct himself in a professional and courteous manner while on the job. Contractor's actions should be those that would not result in any embarrassment to the City of Pensacola or the contractor.

9. Work Schedule

Contractor will provide separate schedule for each site for each month (see attached format) on a standard monthly calendar with all days of month shown. Indicate date that work is to be done at each site and any exceptions.

Contractor shall have a supervisor check work of each crew each day according to specification work requirements. If the work is not completed according to the specifications, the contractor is to complete work the next day (even if weekend work involved). City representative should not have to remind contractor that specifications have not been met.

The City representative will check the next work day after work is to be completed and if work is incomplete, a percentage from the payment will be deducted based on the noted percentages on the Deduction Percentage sheet.

Each job or scheduled part of a job should not be left incomplete and then completed sometime during the week. Each job should be started on scheduled date and completed in consecutive days, so that a finished appearance is given to each site.

10. Project Time

One year: January 1, 2025 thru December 31, 2025, with an option of up to two (2) one-year renewals, at the discretion of the City.

11. Communication

Contractor shall check work site on the same day call is received from City representative. The contractor shall provide the City with an immediate method of contact with their representative such as a beeper or cellular phone. An answering machine will not satisfy this requirement. If contractor does not call City representative for any schedule changes, the contractor is subject to being deducted up to 100% of the scheduled maintenance.

12. Additional Information

Contract contact: Toney McCreary, Stormwater Facilities Manager at 850-436-5538.

**PROPOSAL
BID NO. 25-009**

STORMWATER PONDS MAINTENANCE CONTRACT

Quantities below are estimates only.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Curb/Sidewalk Edging	LF	19420		
2	Fence Management*	LF	97935		
3	Standard Mowing	AC	465		
4	Slope Mowing	AC	251		
5	Litter Removal	AC	695		
ANNUAL COST					

Bid Security in the proper form and amount 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:_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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: _____	
<u>THIS FORM MUST BE INCLUDED IN SUBMITTAL.</u>	

**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 debarbs 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

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 Principal Place of Business	Florida Certification Number as issued by State of Florida DMS:

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

MINORITY AND WOMEN BUSINESS ENTERPRISE STATEMENT

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

In order for a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third-party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise 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.

Respondent's Name:	Respondent's Principal Place of Business

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a 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.

You must provide the following information sought in the accompanying forms for your submittal to be considered responsive:

RFQs **with** a specified Small Business Enterprise (SBE) goal will include a Bidder Questionnaire, Sub-contractor Solicitation, SBE Intent to Perform as a Sub-contractor and SBE Participation forms.

RFQs **without** a specified Small Business Enterprise (SBE) goal will include a Bidder Questionnaire form only.

BIDDER QUESTIONNAIRE

Name of Business _____

Address _____

Owner's Name _____ Phone _____

If your company has been awarded a bid by the City of Pensacola as a prime or sub-contractor in the past five years, please list those projects.

	<u>PROJECT NAME</u>	<u>YEAR</u>	<u>DOLLAR AMOUNT</u>	<u>PRIME OR SUB.</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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.

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 #25-009** for the following reason(s):

SPECIFICATIONS

___ Specifications too "tight" (i.e., limited to one brand or manufacturer)

___ Specifications unclear

___ Unable to meet specifications

NATURE OF AWARD

___ Insufficient time to respond

___ Equivalent options not offered

___ 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: _____

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) 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.

INSURANCE AND INDEMNIFICATION

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 limits specified.

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

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 Contractor 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.

Commercial General, Automobile, Contractor's Pollution Liability and Umbrella Liability Coverages

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability, Business Auto, and Contractor's Pollution Liability policies filed by the Insurance Services Office. **The City of**

Pensacola shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor 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 contractors, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis.

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.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the 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.** 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 Contractor 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 Contractor shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

INSURANCE OF THE 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.

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. 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.

HOLD HARMLESS

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

PAY ON BEHALF OF THE CITY

The Contractor 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.

EXHIBIT "A"

LOCATIONS/SERVICES

			Frequency Cut	Edge SW	Edge Curb	Spray & Cut Fence						
Name	Type	Location / Address	March to Oct.	March to Oct.	March to Oct	April to Oct	Fence in ft	Flat	Flat Acres	Slope	Slope Acres	High Viz.
F & LEE	Pond	F St. & Lee St. (N.E. Corner)	Bi-Wkly	Bi-Mo 900'	1480'	X	1600		0.04	X	1.86	X
HAYDEN PLACE	Pond	1137 Hayden Pl.	Bi-Wkly			X	800	X	0.82			
L & ZARRAGOSSA	Pond	L St. & Zarragossa St. (S.E. Corner)	Bi-Wkly			X	360	X	0.18			X
LONGHOLLOW	Pond	Guillemard St. & Moreno St.	Bi-Wkly	Bi-Mo 450'		X	4470	X	15			
McGEE FIELD	Pond	M.L.K. & Bobe St.	Bi-Wkly			X	535	X	0.06	X	0.21	
ARAGON	Pond/ Pumps	130 Cevallos (Back of property)	Bi-Wkly			X	500	X	0.34			
12th & CROSS	Pond/ Pumps	12th Ave and Cross Street	Bi-Wkly	Bi-Mo 440'	1920	X	1900	X	1.2	X	2.1	X
17th AVE & TRESTLE	Pond	17th Ave & R/R Trestle	Bi-Wkly	Bi-Mo 150'		X	475	X	0.34			X
SILVERLEAF # 1	Pond	4200 Blk of Spanish Trail Rd	Bi-Wkly			X	350	X	0.16			X
BRITTANY FORGE # 1	Pond	3100 New Hope Dr.	Bi-Wkly			X	620	X	0.5			

			Frequency Cut	Edge SW	Edge Curb	Spray & Cut Fence						
Name	Type	Location / Address	March to Oct.	March to Oct.	March to Oct	April to Oct	Fence in ft	Flat	Flat Acres	Slope	Slope Acres	High Viz.
BRITTANY FORGE # 2	Pond	4121 Spanish Trail Rd	Bi-Wkly			X	500	X	0.37			
NEW HOPE LANDING	Pond	Spanish trail & New Hope Rd	Bi-Wkly			X	400	X	0.23			
ENCLAVE	Pond	4455 Spanish Trail	Bi-Wkly			X	250	X	0.1			X
MONTAGE	Pond	4302 Montage Dr.	Bi-Wkly			X	500	X	0.33			
ENCHANTING OAKS	Pond	Langley Ave. & Enchanting Oaks Dr.	Bi-Wkly			X	400	X	0.21			X
BOHEMIA	Pond	Scenic Hwy. & Langley Ave.	Bi-Wkly	Bi-Mo 140'		X	1130	X	1.28			
LAMAIRAGE	Pond	4700 Woodcliff Dr.	Bi-Wkly			X	1170	X	1.3	X	0.6	
CREIGHTON DITCH	Ditch	3551 Keating Rd	2/Yr				0	X	0.5			
WOODED GLEN WEST	Pond	7600 Wood Stream Dr.	Bi-Wkly			X	450	X	0.34			
SOTO GRANDE	Pond	6100 Chablis Ln.	Bi-Wkly			X	1500	X	1.3			
LANGLEY EXT:	Pond	910 West Langley Ave.	Bi-Wkly	Bi-Mo 200'		X	1400	X	0.85	X	1.72	X
PALISADES	Pond	Davis Hwy. & Palisades Dr.	Bi-Wkly			X	800			X	0.6	X
BROADVIEW FARMS	Pond	5975 Hermitage Dr.	Bi-Wkly			X	1500	X	2.34	X	1	

			Frequency Cut	Edge SW	Edge Curb	Spray & Cut Fence						
Name	Type	Location / Address	March to Oct.	March to Oct.	March to Oct	April to Oct	Fence in ft	Flat	Flat Acres	Slope	Slope Acres	High Viz.
GARDENS	Pond	903 Garden Gate Cr.	Bi-Wkly			X	525			X	0.36	X
BIRCHWOOD	Pond	4800 Birchwood Pl.	Bi-Wkly			X	400	X	0.05	X	0.2	
EL CAMINO REAL	Pond	3300 Kingsway	Bi-Wkly		200'	X	330		0.12		0.07	
UNIVERSITY HEIGHTS	Pond	2101 University Heights Circle	Bi-Wkly		100'	X	463		0.18		0.17	
BAYOU and STANLEY	Ditch	915 Bayou and Stanley	Bi-Wkly					X	0.02			
BAYOU and DESOTO	Ditch	598 Bayou and Desoto	Bi-Wkly					X	0.02			
ROMMITCH	Lot	4190 Rommitch lane	Bi-Wkly			X		X	0.18			
BAYOU DRIVE	Lot	Bayou Drive and Davison	Bi-Wkly					X	0.16			

			Frequency Cut	Edge SW	Edge Curb	Spray Fence						
Name	Type	Location / Address	March to Oct.	March to Oct.	March to Oct.	March to Oct.	Fence in feet	Flat	Flat Ares	Slope	Slope Acres	High Viz.
LEONARD & PALAFOX	Pond	2757 N. Palafox St. Public Works Yard	Mo			X	670	X	0.66			
JACKSON ST DITCH	Ditch	Jackson St. & R St. (N.W. Corner)	Mo				0	X	0.03			
F & GIMBLE	Ditch	F St. & Gimble St. (N.W. Corner)	Mo				0	X	0.02			
34th STREET	Outfall	34th St & Menendez (at dead end)	Mo				0	X	0.08			
19th & Blackshear	Vault/ Outfall	19th & Blackshear Ave.	Mo			X	210	X	0.16			
PARADISE POINT	Pond	2671 Paradise Point Dr.	Mo				0	X	0.05			
PICKENS	Outfall	10 Pickens	Mo				0	X	0.01			X
BAYOU & STRONG	Pond	Bayou Dr. & Strong St.	Mo			X	200	X	0.05			
EAST GONZALES	Pond	2600 East Gonzalez St.	Mo				0	X	0.06			
EAST DESOTO	Outfall	1920 E. Desoto St	Mo				0	X	0.04			
INVERNESS	Pond/ Pumps	2200 Inverness Dr.	Mo			X	1900	X	0.48	X	1.2	
WHISPER # 1 EAST	Pond	1193 Windchime Way	Mo				908	X	0.6	X	0.3	
WHISPERS # WEST	Pond	1019 Windchime Way	Mo			X	925		1.7	X	1.28	X

			Frequency Cut	Edge SW	Edge Curb	Spray & Cut Fence						
Name	Type	Location / Address	March to Oct.	March to Oct.	March to Oct	April to Oct	Fence in ft	Flat	Flat Acres	Slope	Slope Acres	High Viz.
CORDOVA SQUARE	Pond/ Pumps	12th Ave & Market Place Rd	Mo	Monthly 110'	X	2800	X	4.8	X	4.42	X	
LANGLEY DITCH	Ditch	Langley North of the Airport	Mo				0		0.5			
FIRE STATION # 3	Pond	2750 Summitt Blvd	Mo			X	3465	X	0.325			
LENOX	Pond	2820 Logan Dr.	Mo			X	500	X	0.33			
BAYCLIFF # 1	Pond	3915 Montaigne Dr.	Mo			X	600	X	0.35			
BAYCLIFF # 2	Pond	4155 Montaigne Dr.	Mo			X	1700	X	2.9			
SILVERLEAF #2	Pond	3380 Arizona Dr	Mo			X	850	X	0.93			
DOVER LANDING	Pond	Brighton & Tompkins	Mo			X	370	X	0.2			
SPANISH TRAIL #1	Pond	4800 Blk of Spanish Trail	Mo			X	2200	X	3.6			
TIERA VERDE	Pond	4900 Blk of Spanish Trail	Mo			X	1500	X	0.8	X	1.1	
STOVE PIPE, PEACOCK #2	Outfall	4630 Peacock Dr.	Mo			X	100	X	0.02	X	0.12	
BAYWOODS #1	Outfall	4695 Baywoods Dr.	Mo				0	X	0.1			
BAYWOODS #2	Ditch	4601 Baywoods Dr.	Mo				0	X	0.4			
DUNMIRE DITCH	Ditch	1300 Dunmire St.	Mo				200	X	0.2		0.2	

			Frequency Cut	Edge SW	Edge Curb	Spray & Cut Fence						
Name	Type	Location / Address	March to Oct.	March to Oct.	March to Oct	April to Oct	Fence in ft	Flat	Flat Acres	Slope	Slope Acres	High Viz.
McALLISTER DITCH	Ditch	Langley Ave. & McAllister Ave.	Mo				0	X	0.25			
BOHEMIA DITCH	Ditch	5600 Blk. Scenic Hwy. (E. side of Scenic)	Mo				0	X	0.05			
EAST BURGESS	Pond	2559 East Burgess Rd	Mo			X	400	X	0.15	X	0.05	X
CREEK STATION	Pond	5843 Creek Station Dr.	Mo			X	2950			X	4.34	
DITMIRE DITCH	Ditch	405 East Ditmire Rd	Mo				0	X	0.57			
LURTON	Pond	@ R/R Between Lurton St & Herman St	Mo			X	1475	X	2.04	X	0.9	
TIPPIN	Outfall	7575 Tippin Ave.	Mo				0	X	0.01			
GULL POINT	Ditch	7100 Spanish Trail Rd	Mo				0	X	1	X	0.07	X
LARUA LANDING	Pond	408 LaRua Landing (20th & LaRua)	Mo			X	200	X	0.18			
MUSKOGEE WHARF	Ditch	Bay Front Ave and Wharf Ave.	Mo				0	X	2.16			
PEACOCK # 1	Outfall	Peacock & Oriole Dr	Mo			X	50		0.38	X	0.25	
PEACOCK # 3	Outfall	Peacock & Oriole Dr	Mo			X	50		0.25	X	0.25	
BUS STOP	Lot	5149 Bayou at Carpenter Creek	Mo						0.16			X
SPANISH Trail #2	Pond	Montage and Spanish Highlands	Mo			X	2400	X	8.8	X	2.5	

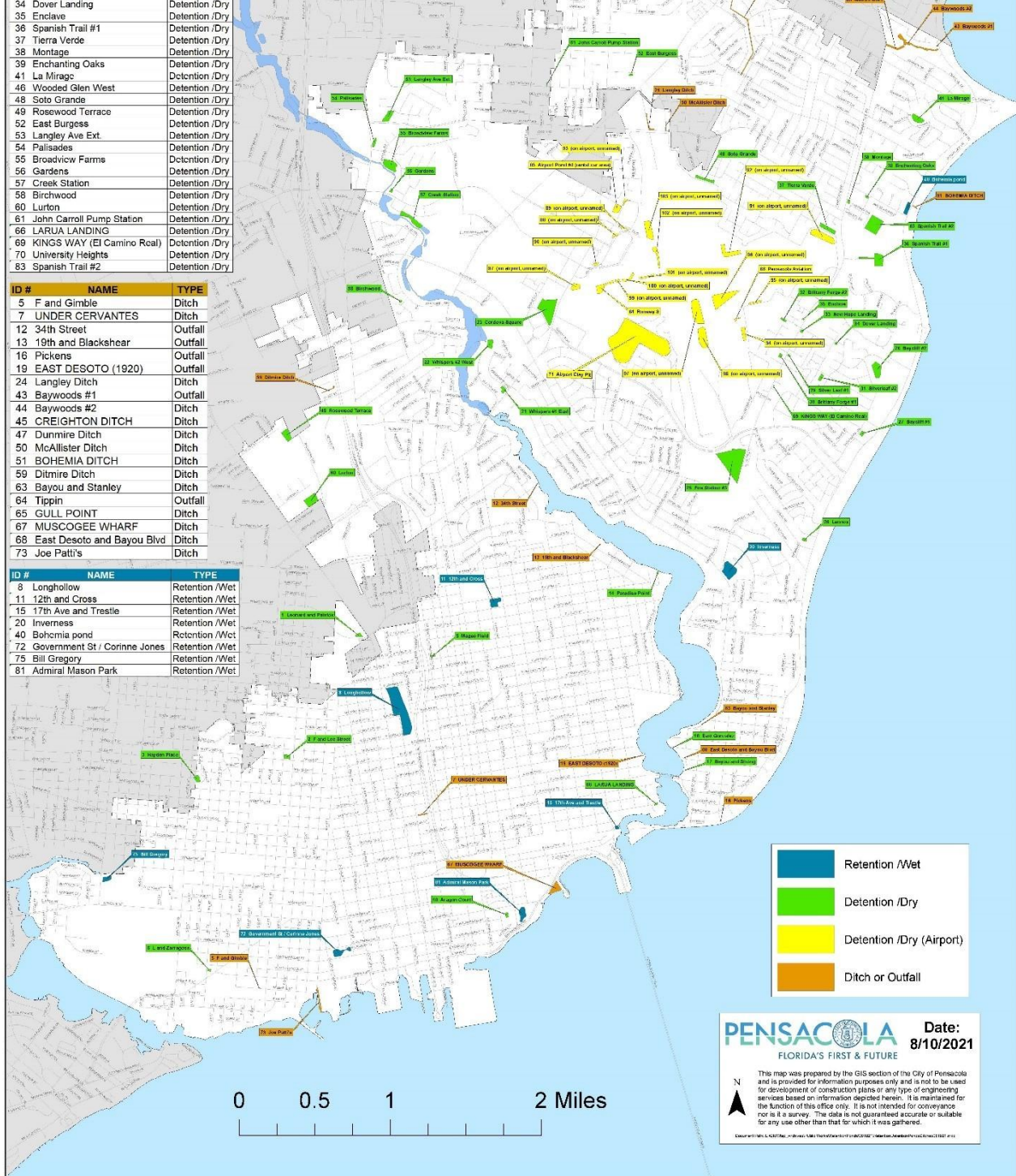
Stormwater Facilities

ID #	NAME	TYPE
1	Leonard and Palafox	Detention /Dry
2	F and Lee Street	Detention /Dry
3	Hayden Place	Detention /Dry
6	L and Zarragosa	Detention /Dry
9	Magee Field	Detention /Dry
10	Argon Court	Detention /Dry
14	Paradise Point	Detention /Dry
17	Bayou and Strong	Detention /Dry
18	East Gonzalez	Detention /Dry
21	Whispers #1 East	Detention /Dry
22	Whispers #2 West	Detention /Dry
23	Cordova Square	Detention /Dry
25	Fire Station #3	Detention /Dry
26	Lennox	Detention /Dry
27	Baycliff #1	Detention /Dry
28	Baycliff #2	Detention /Dry
29	Silver Leaf #1	Detention /Dry
30	Brittany Forge #1	Detention /Dry
31	Silverleaf #2	Detention /Dry
32	Brittany Forge #2	Detention /Dry
33	New Hope Landing	Detention /Dry
34	Dover Landing	Detention /Dry
35	Enclave	Detention /Dry
36	Spanish Trail #1	Detention /Dry
37	Tierra Verde	Detention /Dry
38	Montage	Detention /Dry
39	Enchanting Oaks	Detention /Dry
41	La Mirage	Detention /Dry
46	Wooded Glen West	Detention /Dry
48	Soto Grant	Detention /Dry
49	Rosewood Terrace	Detention /Dry
52	East Burgess	Detention /Dry
53	Langley Ave Ext.	Detention /Dry
54	Palisades	Detention /Dry
55	Broadview Farms	Detention /Dry
56	Gardens	Detention /Dry
57	Creek Station	Detention /Dry
58	Birchwood	Detention /Dry
60	Lurton	Detention /Dry
61	John Carroll Pump Station	Detention /Dry
66	LARUA LANDING	Detention /Dry
69	KINGS WAY (El Camino Real)	Detention /Dry
70	University Heights	Detention /Dry
83	Spanish Trail #2	Detention /Dry

ID #	NAME	TYPE
5	F and Gimble	Ditch
7	UNDER CERVANTES	Ditch
12	34th Street	Outfall
13	19th and Blackshear	Outfall
16	Pickens	Outfall
19	EAST DESOTO (1920)	Outfall
24	Langley Ditch	Ditch
43	Baywoods #1	Outfall
44	Baywoods #2	Ditch
45	CREIGHTON DITCH	Ditch
47	Dunmire Ditch	Ditch
50	McAllister Ditch	Ditch
51	BOHEMIA DITCH	Ditch
59	Ditmire Ditch	Ditch
63	Bayou and Stanley	Ditch
64	Tippin	Outfall
65	GULL POINT	Ditch
67	MUSCOGEE WHARF	Ditch
68	East Desoto and Bayou Blvd	Ditch
73	Joe Patti's	Ditch

ID #	NAME	TYPE
8	Longhollow	Retention /Wet
11	12th and Cross	Retention /Wet
15	17th Ave and Trestle	Retention /Wet
20	Inverness	Retention /Wet
40	Bohemia pond	Retention /Wet
72	Government St / Corinne Jones	Retention /Wet
75	Bill Gregory	Retention /Wet
81	Admiral Mason Park	Retention /Wet

ID #	NAME	TYPE
71	Airport Clay Pit	Detention /Dry (Airport)
84	Runway 8	Detention /Dry (Airport)
85	Airport Pond #4 (rental car area)	Detention /Dry (Airport)
86	Pensacola Aviation	Detention /Dry (Airport)
87	(on airport, unnamed)	Detention /Dry (Airport)
88	(on airport, unnamed)	Detention /Dry (Airport)
89	(on airport, unnamed)	Detention /Dry (Airport)
90	(on airport, unnamed)	Detention /Dry (Airport)
91	(on airport, unnamed)	Detention /Dry (Airport)
92	(on airport, unnamed)	Detention /Dry (Airport)
93	(on airport, unnamed)	Detention /Dry (Airport)
94	(on airport, unnamed)	Detention /Dry (Airport)
95	(on airport, unnamed)	Detention /Dry (Airport)
96	(on airport, unnamed)	Detention /Dry (Airport)
97	(on airport, unnamed)	Detention /Dry (Airport)
98	(on airport, unnamed)	Detention /Dry (Airport)
99	(on airport, unnamed)	Detention /Dry (Airport)
100	(on airport, unnamed)	Detention /Dry (Airport)
101	(on airport, unnamed)	Detention /Dry (Airport)
102	(on airport, unnamed)	Detention /Dry (Airport)
103	(on airport, unnamed)	Detention /Dry (Airport)



**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

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.

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

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, D. C. Reeves

By _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

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 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

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

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

EXHIBIT B

PROPOSAL

The Proposal dated December 9, 2024, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

PROPOSAL
BID NO. 25-009

STORMWATER PONDS MAINTENANCE CONTRACT

Quantities below are estimates only.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Curb/Sidewalk Edging	LF	19420	0.26	5,049.2
2	Fence Management*	LF	97935	0.175	17,138.625
3	Standard Mowing	AC	465	64.25	29,876.25
4	Slope Mowing	AC	251	175.925	44,157.175
5	Litter Removal	AC	695	11.25	7,818.75
ANNUAL COST					104,040

Bid Security in the proper form and amount is submitted.

Dunns#/UEID: N/A (Federal Transparency Act Reporting Requirement)

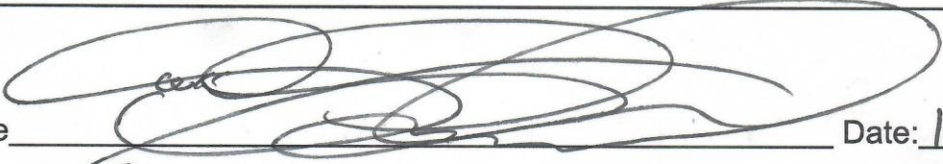
Florida Department of Professional Regulation
Contractor's Certification or Registration

No. Expiration Date

Survey: How did you obtain this solicitation?

☒ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other:

Signature  Date: 12/4/2024

Printed Name: Scott Simmons

Title: Owner/MGR

Company: Escape Landscaping

Address: 7700 W Hillburn Rd

Telephone: 850-483-0525

City: Pensacola

Fax:

State: FL Zip: 32514

E-mail: escapelawn@yahoo.com

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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

Vendor Name: Big Orange Enterprises, LLC
Vendor FEIN: 46-0924002 Phone Number: 850-483-0525
Vendor's Authorized Representative Name and Title: Scott Simmons, Owner/MGR
Address: 7700 N Hilburn Rd
City: Pensacola State: FL ZIP: 32514
Email Address: escapelawn@yahoo.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: [Signature]
AUTHORIZED SIGNATURE

Print Name and Title: Scott Simmons, Owner/MGR

Date: 12/4/2024

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.

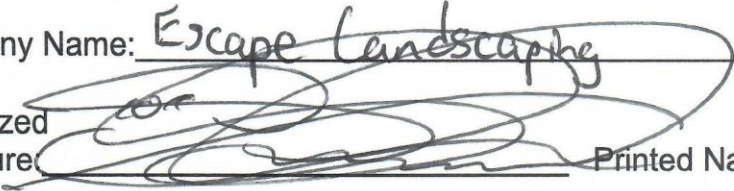
- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar 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: Escape Landscaping

Date: 12/4/2024

Authorized
Signature: 

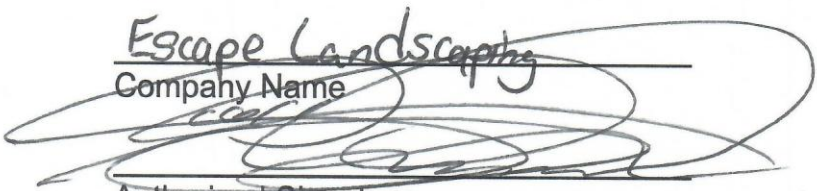
Printed Name: Scott Simmons

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.

Escape Landscaping
Company Name


Authorized Signature

Scott Simmons
Printed Name

12/4/2024
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

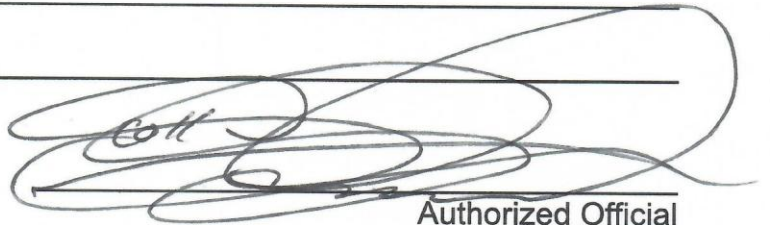
By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

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:

N/A

There are no planned site excavations or site disturbance within the parameters of this contract



Authorized Official

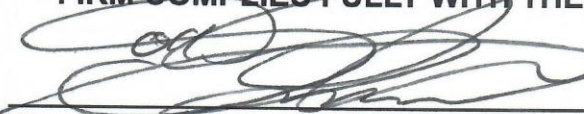
THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Florida Statute §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

Scott Simmons
Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

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 Principal Place of Business	Florida Certification Number as issued by State of Florida DMS:
N/A		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

MINORITY AND WOMEN BUSINESS ENTERPRISE STATEMENT

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

In order for a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third-party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise 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.

Respondent's Name:	Respondent's Principal Place of Business
N/A	

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

NAME OF M/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a 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.

You must provide the following information sought in the accompanying forms for your submittal to be considered responsive:

RFQs **with** a specified Small Business Enterprise (SBE) goal will include a Bidder Questionnaire, Sub-contractor Solicitation, SBE Intent to Perform as a Sub-contractor and SBE Participation forms.

RFQs **without** a specified Small Business Enterprise (SBE) goal will include a Bidder Questionnaire form only.

BIDDER QUESTIONNAIRE

Name of Business Big Orange Enterprises, LLC

Address 7700 N Hilborn Rd, Pensacola, FL 32514

Owner's Name Scott Simmons Phone 850-483-0525

If your company has been awarded a bid by the City of Pensacola as a prime or sub-contractor in the past five years, please list those projects.

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>DOLLAR AMOUNT</u>	<u>PRIME OR SUB.</u>
1. <u>Stormwater Ponds Maintenance</u>	<u>2020-2024</u>		
2. <u>Parks and Rec ROW maintenance</u>	<u>2022-2024</u>		
3. <u>PUS Airport Langley and Spanish Trail Maintenance</u>	<u>2020-2024</u>		
4. _____			
5. _____			
6. _____			

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

COVENANT OF THE COMMUNITY FOR THE CITY OF PENSACOLA WORKFORCE REPORT

Company Name: Escape Landscaping

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. N/A.

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
<u>N/A</u>		

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

Signature and Title of Business Representative [Signature] Date 12/4/2024

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: Escape Landscaping

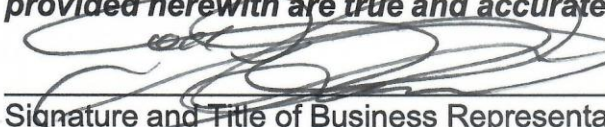
The following is a list of amounts billed by all subcontractors and vendors and whether the subcontractor or vendor is local for the awarded Covenant Project, Bid No N/A.

Name of Subcontractor / Vendor	Local Business Sub/ Vendor: Yes/No	Amount Billed
Example: Construction, LLC	Yes	\$40,000
<u>N/A</u>		

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

12/4/2024
Date

This form may be reproduced.
December 2020

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Date: December 3, 2024

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2
TO THE INVITATION TO BID

STORMWATER PONDS MAINTENANCE CONTRACT

BID NO: 25-009

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 ADDENDUM MUST BE RETURNED
WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT.**

Company: Escape Landscaping Date: 12/4/2024
Authorized: Scott Simmons Title: Owner/MGR
Representative: Scott Simmons
Printed Name
Signature: [Signature]

Questions and Answers

1. Fence maintenance is from November through March. Is this for the monthly visual inspection of fence line to establish any repairs? Will a PO be issued for this item November through March?
A. No to both.
2. Are the amounts listed below under quantity the amounts for an entire year service for each line item?

PROPOSAL
BID NO. 25-009

STORMWATER PONDS MAINTENANCE CONTRACT

Quantities below are estimates only.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Curb/Sidewalk Edging	LF	19420		
2	Fence Management*	LF	97935		
3	Standard Mowing	AC	465		
4	Slope Mowing	AC	251		
5	Litter Removal	AC	695		
ANNUAL COST					

- A. No. The amounts listed under quantity are the amounts PER MONTH for each line item.

Date: November 27, 2024

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1
TO THE INVITATION TO BID

STORMWATER PONDS MAINTENANCE CONTRACT

BID NO: 25-009

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 ADDENDUM MUST BE RETURNED
WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT.**

Company: Escape Landscaping Date: 12/4/2024
Authorized: Scott Simmons
Representative: Owner/MGR
Printed Name
Signature: [Signature]

Questions and Answers

- Q1. To bid on the pond contract for the City of Pensacola, do you have to have a General Contractor License or a Florida underground utilities license?
A. Neither. Lawn care must be the primary business.
- Q2. Which pond has irrigation?
A. The pond at 12th Ave and Cross Street is the only pond with irrigation.
- Q3. If there is a hole in the fence, who should fix it?
A. The contractor will make ALL minor repairs to the fence.
- Q4. Does the contractor need to treat the water in the ponds?
A. No.
- Q5. Will the City of Pensacola work with the contractor on weather conditions?
A. Yes.
- Q6. Can the contractor spray the fence line?
A. Only if the contractor has a spray license.
- Q7. What will be the special vindication on getting on the Airport?
A. There is no pond on airport property that needs to be maintained in this contract.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-869

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Teniade Broughton, Council Member

SUBJECT:

AMENDMENT NO. 2 MASTER REDEVELOPMENT AGREEMENT - SPRING STREETSCAPE PROJECT - GARDEN STREET TO ROMANA STREET

RECOMMENDATION:

That City Council approve Amendment No. 2 to the Master Redevelopment Agreement for Spring Streetscape Project - Garden Street to Romana Street, with 200 West Garden, LLC and 97 Spring Condos, LLC as enumerated herein. Further, that the City Council authorize the Mayor to take the actions necessary to execute this amendment and administer the agreement, consistent with the terms of 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 Goal #2, Safe Streets for All Mobilities, #5, More Walkable, Mixed-Use Districts and #6, Public Spaces that Connect Communities.

The Developer is requesting to extend the "Preconstruction Period" and the "Commencement Date" in Section 1.1 of the MRA for a period of six (6) months, from June 30, 2025 to December 30, 2025. Amendment No. 2 revises these deadlines and Section 2.4.D.4 pertaining to the deadline for completion of the residential rental units to clarify that the deadline remains December 30, 2030, despite the preconstruction delays.

Implementation of this project furthers the goals and objectives set forth in the Urban Core Redevelopment Plan, which expressly contemplates and encourages redevelopment and enhancement of public rights-of-way and pedestrian walkways and provides private sector participation in remediating and preventing blighted conditions.

PRIOR ACTION:

February 6, 2023 - Bearing Point Properties presented to the CRA proposed plans for a mixed-

use development at Spring and Garden Streets.

May 8, 2023 - The CRA adopted Resolution No. 2023-03 approving a Master Redevelopment Agreement (MRA) for streetscape improvements to Spring Street from Garden to Romana Street and approved an interlocal agreement with the City for financing the redevelopment incentive.

May 11, 2023 - City Council adopted Resolution No. 2023-040 approving a Master Redevelopment Agreement (MRA) for streetscape improvements to Spring Street from Garden to Romana Street and approved an interlocal agreement with the CRA for financing the redevelopment incentive.

December 9, 2024 - The City approved a six-month extension to the Master Redevelopment Agreement, extending the Preconstruction Period and Commencement Date. The original deadline of December 30, 2024, was extended to June 30, 2025.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Division Manager
Ann Teston, Incentives and Land Development Program Manager

ATTACHMENTS:

1. Amendment No. 2

PRESENTATION: No

**SECOND AMENDMENT TO MASTER REDEVELOPMENT AGREEMENT
(SPRING STREETSCAPE PROJECT – GARDEN TO ROMANA)**

THIS SECOND AMENDMENT TO MASTER REDEVELOPMENT AGREEMENT (SPRING STREETSCAPE PROJECT – GARDEN TO ROMANA) ("Second Amendment") is made and entered into this ____ day of _____, 2025, by and among the **CITY OF PENSACOLA, FLORIDA**, a municipal corporation (the "City"), the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA**, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes, (the "Agency"), **200 WEST GARDEN, LLC**, a Louisiana limited liability company ("200 West"), and **97 SPRING CONDOS LLC**, a Louisiana limited liability company ("97 Spring" and, together with 200 West, the "Developer").

WITNESSETH:

WHEREAS, the City, Agency, 200 West, and 97 Spring entered into that certain Master Redevelopment Agreement (Spring Streetscape Project – Garden to Romana), dated as of May 19, 2023 (as amended, the "Agreement"), in order to provide for the installation and construction of the Project in furtherance of meeting the redevelopment goals and objectives set forth in the Redevelopment Plan; and

WHEREAS, the Developer, City, and Agency desired to extend certain deadlines and related timelines contained in the Agreement related to Developer's development of the Project and entered into a First Amendment to Master Redevelopment Agreement dated February 7, 2025.

WHEREAS, the Developer has requested that the City and Agency agree to an additional extension of certain deadlines and related timelines contained in the Agreement related to Developer's development of the Project; and

WHEREAS, the City, Agency, and Developer are amenable to so amending the Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Unless otherwise set forth herein, all capitalized terms used herein shall have the same meaning as set forth in the Agreement. All of the above recitals are hereby incorporated into this Second Amendment.

2. The definition of "Commencement Date" and "Preconstruction Period" in Section 1.1 of the Agreement are hereby deleted in their entirety and replaced as follows:

"Commencement Date" means the date when the Developer begins the installation and construction of the Project and/or Developer Facilities, occurring not later than December 30, 2025 (unless extended by consent and agreement of the parties or by

Force Majeure or Approval Delay), as evidenced by a written Notice of Commencement provided to the CRA Manager.

"Preconstruction Period" means the period of time commencing upon the Effective Date of this Agreement and ending upon the Commencement Date, which shall not exceed December 30, 2025 (unless extended by consent and agreement of the parties, which consent and agreement by the parties shall not be unreasonably withheld, conditioned or delayed, or by Force Majeure or Approval Delay).

3. Section 2.4.D.4 of the Agreement is hereby deleted in its entirety and replaced as follows:

The Developer shall achieve substantial completion of the 328 residential units in accordance with this Agreement within twenty-four (24) months of the Completion Date of the Project. A certificate of occupancy issued by the City shall evidence substantial completion of the residential rental units. Should the Developer fail to achieve substantial completion of the residential rental units as required in this part, then the Redevelopment Incentive shall be withdrawn from the escrow account described in Section 2.4.D.3 and returned to the Agency pursuant to Section 6.2.C below.

4. Except as amended and modified hereby, the terms, provisions, and conditions of the Agreement remain, and shall remain, in full force and effect and enforceable as written.

5. The laws of the State of Florida shall govern the validity, performance and enforcement of this Second Amendment.

6. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as to any party whose signature appears hereon, and all of which shall constitute one in the same instrument. This Second Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear all signatures to this Second Amendment. Each of the parties hereto has the right to rely on a fax or email signature from the other party, the same as having received an original counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the Agency and the Developer, by and through the undersigned, have entered into this Second Amendment to Master Redevelopment Agreement as of the day and year first above written.

THE CITY OF PENSACOLA, FLORIDA

[Seal]

By: _____
D.C. Reeves, Mayor

Attest:

City Clerk

Approved as to substance:

Erica Grancagnolo, Economic Development Director

Approved as to form:

City Attorney

IN WITNESS WHEREOF, the City, the Agency and the Developer, by and through the undersigned, have entered into this Second Amendment to Master Redevelopment Agreement as of the day and year first above written.

**COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF PENSACOLA**

[Seal]

By: _____
Its: _____

Attest:

City Clerk

Approved as to substance:

Erica Grancagnolo, Economic Development Director

Approved as to form:

City Attorney

IN WITNESS WHEREOF, the City, the Agency and the Developer, by and through the undersigned, have entered into this Second Amendment to Master Redevelopment Agreement as of the day and year first above written.

**200 WEST GARDEN, LLC,
a Louisiana limited liability company**

By: 200 West Garden Development, LLC
Its: Manager

By: _____
Name: _____
Its: Manager

**97 SPRING CONDOS LLC,
a Louisiana limited liability company**

By: 200 West Garden, LLC
Its: Member

By: 200 West Garden Development, LLC
Its: Manager

By: _____
Name: _____
Its: Manager



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-752

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT AWARD OF CONTRACT RFP NO. 25-023 - JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES

RECOMMENDATION:

That City Council approve the ranking of the selection committee and award a contract for RFP No. 25-023 for janitorial and specialized floor care services at Pensacola International Airport to Florida Cleaning Systems, Inc. d/b/a FCS Facility Services. 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.

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 issued a Request for Proposals (RFP) for Janitorial and Specialized Floor Care services at the airport. A selection committee was formed to review the written RFP responses, short list firms, determine need for oral presentations, rank the firms, and provide a recommendation for award of contract to the top ranked firm. The committee was comprised of City employees Michael B. Laven, Airport Administration & Contracts Manager; Jennifer Grunest, Airport Properties Manager; Ann Hansmann, Airport Finance Manager and Richard Lince, Airport Records Administrative Assistant.

The committee short listed the firms and determined that oral presentations were not required. The committee then ranked the firms and designated Florida Cleaning Systems, Inc. d/b/a FCS Facility Services the top ranked and most qualified firm responding to the RFP.

PRIOR ACTION:

None

FUNDING:

Funding for Janitorial Services is included in the annual budget for the Airport.

FINANCIAL IMPACT:

For the first year of the contract term, the City shall pay a fee not to exceed \$1,537,517.59.

For each subsequent year beginning October 1, 2026, no less than 90 days prior to the end of the then-current contract year, the Contractor shall submit an annual budget for the upcoming contract year to be approved by the City.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. RFP-25023-Airport Janitorial Specialized Floor Care Services
2. RFP 25023 NOTICE OF INTENT TO AWARD
3. Florida Cleaning Systems Contract RFP 25023

PRESENTATION: No

**CITY OF PENSACOLA, FLORIDA
REQUEST FOR PROPOSALS**

RFP NO. 25-023

**JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES
PENSACOLA INTERNATIONAL AIRPORT**

Sealed and complete hardcopy proposals **with original or electronic signature**, and **four (4) additional copies**, plus **one (1) complete and identical electronic copy (PDF)** on flash drive or CD, must be received no later than **February 14, 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 FACE of the sealed submittal package shall **identify the respondent, the RFP title, and the RFP number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted.

Alternatively, electronic bids may be submitted to [Demandstar](#) or [Central Bidding](#). Both sites require registration and varying fees for notifications and document downloads. **If submitting electronic bids and a bid/qualification bond is required, that bond must be delivered separately to the address above.**

Those submittals received will be opened and publicly read the **following business day** (*February 18, 2025, 11:00 A.M., local time*) via Microsoft Teams at the following link: [Microsoft Teams proposal opening link](#).

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.

An informational conference will be held at **10:00 A.M., February 3, 2025**, in Suite 224 at the Pensacola International Airport, 2430 Airport Boulevard, Pensacola, Florida. Interested parties may also participate via Microsoft Teams at the following link: [Microsoft Team Informational Meeting Link](#).

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](#).

Proposers should submit a certified check, cashier's check, or insurance company's executed original bond, payable to the City of Pensacola in the amount of **two thousand dollars** (\$2,000.00) for a minimum period of six (6) months.

A proposal tabulation with a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Proposers are advised to check the website frequently.

Any questions concerning the proposal should be addressed and submitted in writing **no later than 10:00 A.M.**, local time, **February 5, 2025**, to:

Dedria Lunderman, Purchasing Manager
City of Pensacola
222 W. Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

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 to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item number when applicable, to waive any proposal informalities and to re-advertise for proposals 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.

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

SCHEDULE OF EVENTS

Date	Activity
January 16, 2025	Publish RFP
February 3, 2025	Informational Conference
February 5, 2025, 10:00 a.m.	Questions due
February 14, 2025, 2:00 p.m.	Proposals due
February 20, 2025	Distribution of Materials for Review
February 27, 2025, 10:00 a.m. Pensacola International Airport, Room 224/5 2430 Airport Boulevard, Pensacola, FL 32514	Evaluation Committee Meeting Ranking / Shortlisting Proposals
March 7 or 14 , 2025, 9:00 a.m. City Hall 1st floor conference room 222 West Main Street, Pensacola, FL 32502	Evaluation Committee Meeting Oral Presentations (if requested) Recommendation of Contract Award

All times are local time.

GENERAL CONDITIONS

To ensure acceptance, all proposers submitting proposals to the City of Pensacola shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and proposals not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe items or services best suited to the needs of the City. However, the City invites proposals with alternate solutions to the objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **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 proposer may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the proposal 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 proposal. The proposer 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).
3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible proposer submitting the most responsive or best alternative proposal for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.
4. **Proposal (RFP) 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 original bond made payable to the City of Pensacola in the amount of \$2,000.00 accompany your proposal. 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.
5. **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.

6. **Exceptions to Specifications:** In order that equal consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor or City Council is the final authority in determining the acceptability of any exceptions to specifications.
7. **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.
8. **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 Request for Proposals Page. Inquiries must refer to the proposed item(s) or service(s) and the date of the proposal 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.
9. **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 proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
10. **Licenses, Registration and Certificates:** Each proposer shall possess at the time of submitting its proposal all licenses, registrations 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. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded proposer 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).
11. **Mistakes:** Proposers 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 proposer's risk. Unit prices proposed will govern in award.
12. **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 the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(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.

- 13. Permits and Taxes:** The proposer 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. Proposers 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.
- 14. Prohibited Conduct by Proposers:** 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 any member of Pensacola City Council, the Mayor, 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.
- 15. Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
- 16. Protests:** Protests of the plans, specifications, and other requirements of requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of proposal 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.
- 17. 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).
- 18. Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.
- 19. 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.

20. Rejection of Proposals: The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

21. Sealed Proposals: The specifications and all executed proposal forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the proposer. In the event more than one proposal submittal deadline is scheduled for the same date and time, do not include proposals concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the proposer, the item(s) or service(s) proposed and the proposal number.** It shall be the sole responsibility of the proposer to assure receipt of proposal at the Purchasing Office prior to the published time for the proposal submittal deadline. No proposal will be accepted after closing time for receipt of proposals; **nor will any offers by telephone, fax, internet or email be accepted.**

22. Tax: The City of Pensacola is exempt from all State and local sales tax.

23. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected via delivery to the contractor at least thirty (30) business 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.

24. 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.

25. 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.
--

INSURANCE AND INDEMNIFICATION

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 limits specified.

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

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 Contractor 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.

Commercial General and Umbrella Liability Coverages

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, 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, 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 contractors, and property damage resulting from, explosion, collapse or

underground (x,c,u) exposures. The coverage shall be written on occurrence-type basis.

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.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the 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.** 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 Contractor 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 Contractor shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

INSURANCE OF THE 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.

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. 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.

HOLD HARMLESS

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

PAY ON BEHALF OF THE CITY

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

Governing Law and Venue

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

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.

BACKGROUND INFORMATION:

The Pensacola International Airport is a small hub commercial service airport serving the City of Pensacola and surrounding communities. The airport is owned and operated by the City of Pensacola. Airline service is provided by American Airlines, Breeze, Delta Airlines, Frontier, Silver Airways, Southwest Airlines, Spirit Airlines, United Airlines, and various express carriers for each. Airline passengers are predominantly originating and destination passengers-with a small number of connecting passengers. A current flight schedule is shown in **Exhibit A**.

With more than 3 million passengers served in fiscal year 2024, Pensacola International Airport offers nonstop flights to various U.S. hubs, with connections worldwide. The Terminal Building is open 24 hours per day, 7 days per week including holidays. Contractor shall staff the facility taking into account flight schedules and peak demand times.

PNS has one passenger terminal and concourse with 12 gates. The current terminal was expanded and renovated in 2011 and is now more than 200,000 square feet. Additional facilities covered under this janitorial agreement include a taxi queue building with two restrooms, a four-story parking garage, surface parking lots, a maintenance facility with offices and two restrooms, and a fire station.

Due to the specialized nature of certain floor care maintenance programs, contractor shall be proficient in carpet and upholstery maintenance (including hot water extraction carpet and upholstery cleaning), porcelain tile cleaning and terrazzo floor care. Daily upkeep of these areas, such as dusting, spill cleanup, moping, spot cleaning and gum removal, is required.

The City's goals with respect to this janitorial agreement include:

1. To provide timely, responsive and satisfactory twenty-four hour janitorial services for the Airport.
2. To provide a clean and healthy environment for all users of the Airport.
3. To offer regularly scheduled, professional cleaning services and provide extra services as needed to maintain the highest level of cleanliness.

To this end, the City is concerned with:

1. Staffing levels to adequately perform the scope of services required under the agreement.
2. Continuing professional development and training in cleaning techniques.
3. Work performed in a safe manner and in accordance with the most modern and effective techniques.
4. Adequate and competent supervision to ensure compliance with the provisions of the agreement.
5. Highest possible quality of work.
6. Cost structure of the services.

REIMBURSABLE AGREEMENT:

It is the responsibility of the Contractor to furnish all services, labor, materials, equipment, tools, insurance, permits, fees (if any), and supplies necessary to render the services according to the scope of services set forth by the City. All supplies, materials, and equipment used in the performance of this Contract shall be of the type and quality used in large scale janitorial services. Equipment shall be maintained in good operating condition at all times. It is the responsibility of the Contractor to ensure that equipment is being operated properly and that all recommended safety precautions are being followed in the operation of such equipment.

Minimum supplies shall include: toilet tissue, multi-fold and rolled hand towels, batteries for hands-free dispensers, toilet seat covers, liners for the baby changing stations, soap for bathroom dispensers, hand sanitizer refills, sanitary product disposal liners, biohazard kits and sharps containers, appropriate size trash can liners for each of the different types and sizes of trash cans used inside and outside the Terminal, Garage, Maintenance and parking areas.

Bidders must own, have direct access to, or be in a position to purchase the following types of equipment as required in the agreement:

- Autoscrubber for hard floor surfaces
- Self-contained Electromatic Pressure Washer
- Swing Scrubber
- Dry extraction or Crystallizing carpet cleaner
- Truck-mounted hot water extraction carpet and upholstery cleaner

For the first year of the contract term, the City shall pay the contractor a fee not to exceed the initial bid. For each subsequent year, the Contractor shall submit to the City, ninety (90) days prior to each anniversary of the contract, an annual budget for the subsequent year. Said budget shall detail the amount proposed for chemicals and supplies, equipment, labor, and other costs. The proposed budget shall include a proposed labor analysis comprised of a proposed shift schedule, man hour requirements per shift, and a salary schedule per position per shift.

Monthly payment will be made upon completion of services by the contractor and acceptance by the Airport Director, on the basis of actual satisfactory services rendered. Monthly invoices shall include actual cost of chemicals, supplies and equipment as shown on the approved budget, plus actual labor costs for the previous month. Actual labor costs shall be documented in the form of a printed labor analysis for the month showing employee name, position, wage rate, regular hours worked, overtime hours worked, and earnings. A copy of the printed labor analysis must be included with the monthly invoice. Monthly labor costs shall not exceed one-twelfth of the proposed labor cost as outlined in the approved budget without the written consent of the City.

SCOPE OF SERVICES:

As stated previously, services shall be performed twenty-four hours per day, seven days per week. The frequency of services, at a minimum, are outlined in **EXHIBIT B**. Minimum staffing levels and salary ranges are outlined in **EXHIBIT C**.

MINIMUM QUALIFICATIONS:

To qualify for this opportunity, bidders must be able to provide proof of all of the following:

Performance of full-service janitorial services in a facility of a size at least 200,000 square feet of enclosed space.

Performance of full-service janitorial services in a facility open 24 hours per day, 7 days per week.

Performance of full-service janitorial services in a facility with foot traffic of at least three million (3,000,000) individuals each year.

Knowledge of and proficiency in carpet and upholstered furniture cleaning.

Knowledge of and proficiency in Terrazzo and Porcelain floor care.

Ability to enter into a contract with the City within thirty (30) days of notice of award.

Ability to fulfill insurance, performance guarantee and all other requirements of the contract within thirty (30) days of notice of award.

Ability to fully mobilize within 30 days of contract execution.

At least 10 years' experience in large scale commercial janitorial services with no contracts cancelled or terminated prior to expiration of the original term.

All historical information is provided for the convenience of the proponents. The City is not responsible for any conclusions that proponents may draw from this information. The Fiscal Year runs from October 1 – September 30.

The management of Pensacola International Airport is concerned with meeting the following objectives in its service program:

1. Providing a high level of service to those individuals utilizing the facility;
2. Enhancing the image of the Airport with the traveling public.

Instructions and General Specifications

Proposal Documents

Sealed proposals must be identified as “**JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES** - Pensacola International Airport” and must be submitted in the proposal format outlined as part of these Instructions and General Specifications. Proposal documents must be kept intact when submitted. Proposal documents include at a minimum:

- Information Concerning Proposer
- Proposal Form
- Submitted plans, photographs and/or drawings
- Financial proposal

Firms submitting proposals are responsible for familiarizing themselves fully with all facilities and space to be made available by the City for the operation and the installations which will have to be made by the concessionaire.

Modification of Proposal Documents

Notwithstanding anything else stated herein, the City reserves the right to modify the proposal documents, including the Agreement, by issuing addenda to all parties to whom Proposal Packages have been issued and for whom the City has correct mailing addresses on file.

Contract Inclusions

These instructions, specifications, and statements accompanying the proposal, and the proposal itself, shall be included in the Agreement that will be entered into for this operation.

Airport Development

It is anticipated that the airport will expand the terminal facility during the term of this agreement, specifically with the expansion of the passenger screening checkpoint and the addition of a second concourse with five passenger gates. Contractor shall be given the opportunity to serve the new, expanded passenger area(s) under the same terms and conditions as the then current agreement. Should Contractor choose to accept the new, expanded passenger area(s), Contractor shall be given the opportunity to renegotiate the budget to all for increased staff and/or equipment that may be required to serve the new facility. Should Contractor choose to decline service to the new, expanded area(s), Airport reserves the right to exclude such new, expanded areas from the then current agreement and enter into a separate agreement to service the new, expanded area(s).

Optional Additional Tenant Spaces

While tenant leased spaces are not included in this Janitorial agreement, the U.S. General Services Administration is seeking to have its leased spaces that are used in support of the Transportation Security Administration screening operations at PNS added to the scope of work. Access to such spaces may require security clearances in addition to those required by PNS. Proposer must include in his proposal whether he is or is not willing and able to operate within General Services Administration office spaces. Following is a breakdown of the GSA spaces:

Second floor Inspector offices 1,367.0 square feet

Second floor Administration/training offices 3,964.9 square feet including breakroom and one restroom.

In addition, the Airport is home to a Customs and Border Protection facility. Opened in October, 2022, the building consists of approximately 6,292 square feet of public lobby, administration offices, restrooms, breakrooms and interview rooms. Access to such spaces may require security clearances in addition to those required by PNS. Proposer must include in his proposal whether he is or is not willing and able to operate within U.S. Customs and Border Protection spaces.

Evaluation Criteria and Proposal Format

Evaluation Criteria

Each proposal will be evaluated by the City.

Factors to be considered include:

- A. Similar Experience (15%)
- B. Types of services provided (10%)
- C. Specialty Credentials (10%)
- D. Proposed Staffing (10%)
- E. Monthly Administrative/Profit/Overhead fee(s) (30%)
- F. Other fees/service charges (25%)

Award of Service Agreement

The City shall determine the top proposer and shall notify all proposers of the selection accordingly.

THE CITY OF PENSACOLA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS, TO WAIVE ANY MINOR PROPOSAL IRREGULARITIES, TECHNICALITIES, OR INFORMALITIES, AND TO READVERTISE FOR PROPOSALS WHEN DEEMED IN THE BEST INTEREST OF THE CITY.

The recommendation for the award of the Agreement will be made by the Mayor to the City Council.

The proponent to whom the agreement is awarded shall, within thirty (30) days after notification of acceptance of its proposal, submit to the City an executed Agreement, included in the proposal package, or as it may have been amended prior to the opening of the proposals, plus required insurance certificates and performance bonds. No Agreement shall be deemed to be fully executed until same has been returned to the City for its signature and such signature has been affixed to the Agreement.

Proposal Format

Each proposer shall submit one original and four (4) complete copies of its proposal plus one electronic set. Proposals shall be prepared according to the following format. If any question or item does not apply, so indicate.

Proposer

Provide the following information exactly as it is to appear on the Concession Agreement; if operating under a fictitious name, so indicate.

- A. Name of Firm
- B. Business Purpose of Proposer
- C. Principal Office Address
- D. Telephone Number

- E. Facsimile Number
- F. Identify which structure best describes your business entity
 - ☐ Individual (Sole Proprietor)
 - ☐ Limited Partnership
 - ☐ General Partnership
 - ☐ LLC
 - ☐ Corporation authorized to conduct business in Florida.

Experience of Proposer

Proponents should provide evidence that it has the necessary experience and capacity to fulfill the scope of the agreement. Proponents should have at least three years of continuous experience within the last five years in the ownership, management and/or operation of a business that is similar to that which is contemplated by this RFP. Items to be considered will include the experience and qualifications of the proponent based on an assessment of its prior experience at other venues. This includes but is not limited to factors such as the comparative size and performance of the proponent's other locations.

- A. Services To Be Provided
This element of the proposal includes the variety of services capable of being provided from the proposed installation.
- B. Additional Information
Please provide any additional information you wish to provide about your services and/or organization.

The City reserves the right to accept or reject any proposal.

Evaluation

The qualifications review process will be initiated through the City of Pensacola Office of Purchasing. A review and selection committee (Committee) will be established. The Committee will review the qualifications and select a qualified firm or firms to represent the City as its agent(s) of record for insurance procurement and begin the negotiation process. The City reserves the right after reviewing written proposals to conduct interviews or to proceed with the evaluation process without conducting interviews. The purpose of interviews, if conducted, would be to allow proposers the opportunity to clarify and expand upon aspects of their proposal. Interviews also present an opportunity to evaluate key personnel and discuss/clarify written proposals. Proposer(s) -- either all or a short list -- may be subsequently re-interviewed for final evaluation.

Term of Agreement

The term of the agreement shall be for a five (5) year period.

RFP No. 25-023

**JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES
AT PENSACOLA INTERNATIONAL AIRPORT**

Signature Sheet

The undersigned, as bidder, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the bid specifications.**

Legal Name of Firm: _____

Signature: _____

Name (type/print): _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax No.: _____ Date: _____

Email Address: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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

1. 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 the 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 non-responsible.
 - D. Nothing contained in the foregoing shall be construed to require the 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 an 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.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

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.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise 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.

Respondent's Name:	Respondent's Principal Place of Business

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a 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 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.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal 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 proposals 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.

PROPOSAL NO. 25-023

**JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES
AT PENSACOLA INTERNATIONAL AIRPORT
EVALUATION SHEET**

Name of Firm(s): _____

Reviewer: _____

	<u>Possible Points</u>	<u>Points Given</u>
1. Similar Experience	15	_____
2. Types of services provided	10	_____
3. Specialty Credentials	10	_____
4. Proposed staffing	10	_____
5. Monthly Administrative/Profit/Overhead fee(s)	30	_____
6. Other fees/service charges	25	_____
7. Certified as or partnered with certified MBE/SBE/WBE	3	_____
8. Certified as or partnered with City-certified VBE	2	_____
TOTAL POINTS	105	_____

Notes:

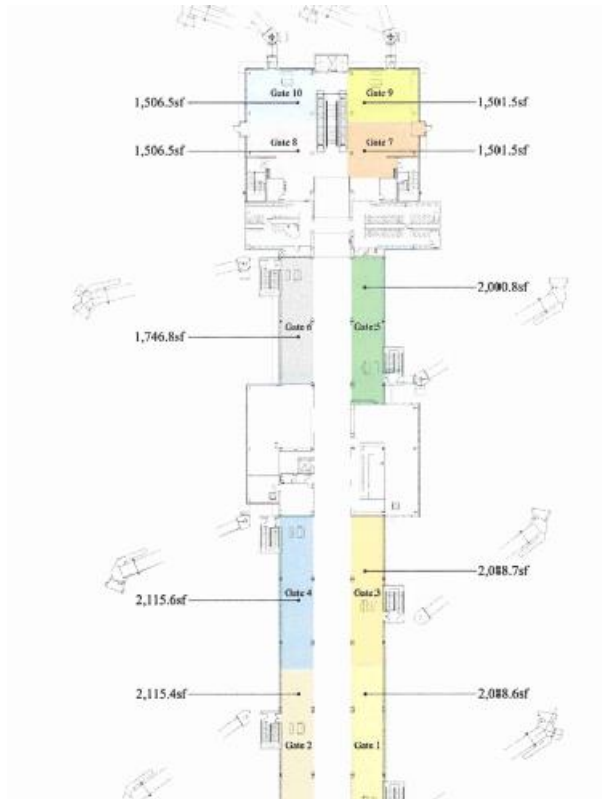
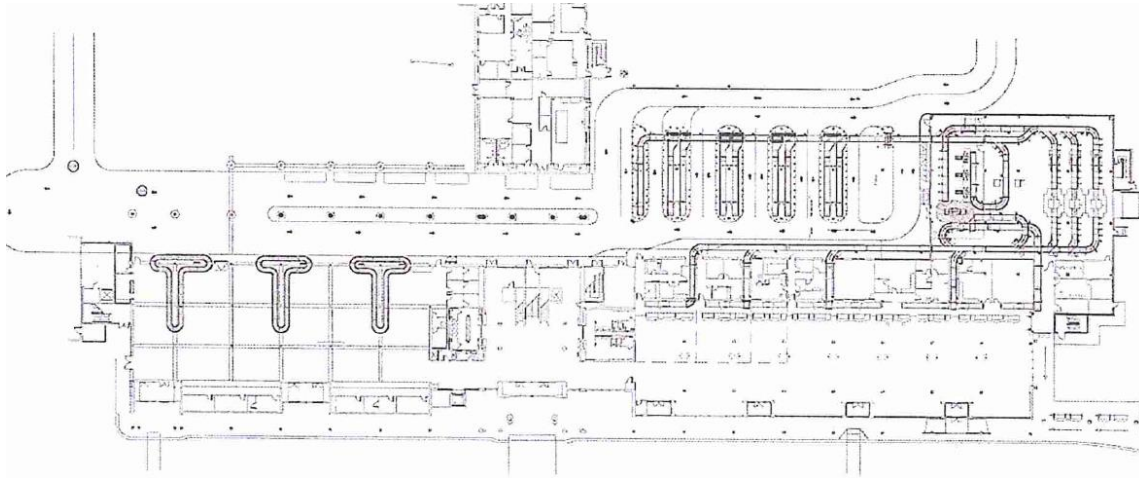
REQUEST FOR PROPOSALS

JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES

Pensacola International Airport

City of Pensacola

ATTACHMENT A



REQUEST FOR PROPOSALS

**JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES
Pensacola International Airport
City of Pensacola**

ATTACHMENT B

Sample Contract – Do Not Submit with Proposal

**CONTRACT BETWEEN CITY OF PENSACOLA AND
[xxxCONTRACTORxxx]
BASED UPON REQUEST FOR PROPOSALS #_____**

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 Request for Proposals #_____, on _____, 20__ (“RFP”), for _____, as modified by any addendum to the RFP (“Addenda”), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “RFP Documents”); and

WHEREAS, in response to the RFP Documents, the Contractor submitted to the City a proposal dated _____, 20__, 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 as described in the RFP 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 _____ (\$_____) 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.

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

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, D. C. Reeves

By _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

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 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

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):

☐ Lump Sum/Flat Fee

☐ Hourly Rate(s)

☐ Other: _____

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):

☐ Lump Sum/Flat Fee: _____

☐ Hourly Rate(s) are: _____

☐ Other: _____

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):

☐ One-time, lump sum at the end of the work/project

☐ After submission of monthly or periodic invoices

☐ Other: _____

EXHIBIT A

RFP DOCUMENTS ON FILE IN _____

DRAFT

EXHIBIT B

PROPOSAL

The pages following Exhibit B are the documents comprising the Proposal dated, _____, which Contractor submitted in response to the Bid Documents, are hereby incorporated by reference into this Contract. The Proposal includes all attachments and addenda submitted by Contractor in response to the Bid Documents, which are also hereby incorporated into this Contract by reference.

DRAFT

**EXHIBIT A
FLIGHT SCHEDULE**

scheduled_date	flight_number	operator_name	aircraft_type	arr_dep	origin_dest	origin_dest_code
05:30(13)	5510	American Airlines	CANADAIR REGIONAL JET 900	D	CHARLOTTE/DOUGLAS INTL	CLT
06:00(13)	3511	American Airlines	EMBRAER 175	D	MIAMI INTL	MIA
06:00(13)	3019	Delta Air Lines	BOEING 737-800	D	ATLANTA/HARTSFIELD-JACKSON INTL	ATL
06:20(13)	5424	American Airlines	CANADAIR REGIONAL JET 900	D	RONALD REAGAN WASHINGTON NATL	DCA
06:40(13)	82	Silver Airways	AEROSPATIALE/ALENIA ATR42-200/300	A	TAMPA INTL	TPA
06:40(13)	851	American Airlines	AIRBUS A319	D	DALLAS FORT WORTH INTERNATIONAL	DFW
07:00(13)	3508	American Airlines	EMBRAER 175	D	MIAMI INTL	MIA
07:00(13)	1057	United Airlines	AIRBUS A319	D	GEORGE BUSH INTERCONTINENTAL ARP	IAH
07:20(13)	5353	American Airlines	CANADAIR REGIONAL JET 900	D	CHARLOTTE/DOUGLAS INTL	CLT
07:25(13)	82	Silver Airways	AEROSPATIALE/ALENIA ATR42-200/300	D	TAMPA INTL	TPA
08:20(13)	1106	Southwest Airlines	BOEING 737-800 WINGLETS	D	NASHVILLE INTL	BNA
08:35(13)	68	Silver Airways	AEROSPATIALE/ALENIA ATR72	A	ORLANDO INTL	MCO
08:36(13)	3103	Delta Air Lines	BOEING 737-900	A	ATLANTA/HARTSFIELD-JACKSON INTL	ATL
09:00(13)	5258	United Airlines	Embraer E-175	D	GEORGE BUSH INTERCONTINENTAL ARP	IAH
09:15(13)	146	Spirit Airlines	Airbus A321neo	A	FORT LAUDERDALE/HOLLYWOOD INTL	FLL
09:20(13)	68	Silver Airways	AEROSPATIALE/ALENIA ATR72	D	ORLANDO INTL	MCO
09:41(13)	3103	Delta Air Lines	BOEING 737-900	D	ATLANTA/HARTSFIELD-JACKSON INTL	ATL
10:20(13)	147	Spirit Airlines	Airbus A321neo	D	FORT LAUDERDALE/HOLLYWOOD INTL	FLL
10:33(13)	2737	American Airlines	AIRBUS A319	A	CHARLOTTE/DOUGLAS INTL	CLT
10:33(13)	3968	American Airlines	EMBRAER 175	A	MIAMI INTL	MIA
11:00(13)	1164	Southwest Airlines	BOEING 737-700 WINGLETS	A	NASHVILLE INTL	BNA
11:03(13)	3968	American Airlines	EMBRAER 175	D	MIAMI INTL	MIA
11:04(13)	3890	American Airlines	EMBRAER 175	A	DALLAS FORT WORTH INTERNATIONAL	DFW
11:11(13)	4225	United Airlines	EMBRAER RJ135-145 FAMILY	A	GEORGE BUSH INTERCONTINENTAL ARP	IAH
11:13(13)	2737	American Airlines	AIRBUS A319	D	CHARLOTTE/DOUGLAS INTL	CLT
11:27(13)	3198	Delta Air Lines	BOEING 717	A	ATLANTA/HARTSFIELD-JACKSON INTL	ATL
11:34(13)	3890	American Airlines	EMBRAER 175	D	DALLAS FORT WORTH INTERNATIONAL	DFW
11:40(13)	1164	Southwest Airlines	BOEING 737-700 WINGLETS	D	DALLAS LOVE FIELD	DAL
11:46(13)	4363	United Airlines	EMBRAER RJ135-145 FAMILY	D	GEORGE BUSH INTERCONTINENTAL ARP	IAH
12:25(13)	5556	American Airlines	CANADAIR REGIONAL JET 900	A	CHARLOTTE/DOUGLAS INTL	CLT
12:28(13)	5156	Delta Air Lines	CANADAIR REGIONAL JET 900	A	LA GUARDIA	LGA
12:32(13)	3198	Delta Air Lines	BOEING 717	D	ATLANTA/HARTSFIELD-JACKSON INTL	ATL
12:55(13)	5556	American Airlines	CANADAIR REGIONAL JET 900	D	CHARLOTTE/DOUGLAS INTL	CLT
13:23(13)	2734	United Airlines	AIRBUS A320	A	CHICAGO O'HARE INTL	ORD
13:43(13)	1640	Delta Air Lines	BOEING 737-900	A	ATLANTA/HARTSFIELD-JACKSON INTL	ATL
13:54(13)	4337	United Airlines	EMBRAER RJ135-145 FAMILY	A	GEORGE BUSH INTERCONTINENTAL ARP	IAH
13:55(13)	5156	Delta Air Lines	CANADAIR REGIONAL JET 900	D	LA GUARDIA	LGA
14:31(13)	2652	United Airlines	AIRBUS A320	D	CHICAGO O'HARE INTL	ORD
14:46(13)	3490	American Airlines	EMBRAER 175	A	DALLAS FORT WORTH INTERNATIONAL	DFW
14:48(13)	1640	Delta Air Lines	BOEING 737-900	D	ATLANTA/HARTSFIELD-JACKSON INTL	ATL
15:10(13)	4306	United Airlines	EMBRAER RJ135-145 FAMILY	D	GEORGE BUSH INTERCONTINENTAL ARP	IAH
15:16(13)	3490	American Airlines	EMBRAER 175	D	DALLAS FORT WORTH INTERNATIONAL	DFW
15:24(13)	5278	American Airlines	CANADAIR REGIONAL JET 900	A	RONALD REAGAN WASHINGTON NATL	DCA
15:25(13)	3401	Southwest Airlines	???	A	DALLAS LOVE FIELD	DAL
15:33(13)	3762	American Airlines	EMBRAER 175	A	MIAMI INTL	MIA
15:54(13)	5278	American Airlines	CANADAIR REGIONAL JET 900	D	RONALD REAGAN WASHINGTON NATL	DCA
16:03(13)	3762	American Airlines	EMBRAER 175	D	MIAMI INTL	MIA
16:09(13)	4362	United Airlines	EMBRAER RJ135-145 FAMILY	A	GEORGE BUSH INTERCONTINENTAL ARP	IAH
16:10(13)	3401	Southwest Airlines	???	D	NASHVILLE INTL	BNA
16:12(13)	5055	American Airlines	CANADAIR REGIONAL JET 900	A	CHARLOTTE/DOUGLAS INTL	CLT
16:43(13)	5055	American Airlines	CANADAIR REGIONAL JET 900	D	CHARLOTTE/DOUGLAS INTL	CLT
16:55(13)	4303	United Airlines	EMBRAER RJ135-145 FAMILY	D	GEORGE BUSH INTERCONTINENTAL ARP	IAH
16:58(13)	3059	Delta Air Lines	BOEING 737-900	A	ATLANTA/HARTSFIELD-JACKSON INTL	ATL
17:25(13)	4649	Southwest Airlines	BOEING 737-800 WINGLETS	A	NASHVILLE INTL	BNA
18:03(13)	3059	Delta Air Lines	BOEING 737-900	D	ATLANTA/HARTSFIELD-JACKSON INTL	ATL
18:10(13)	80	Silver Airways	AEROSPATIALE/ALENIA ATR42-200/300	A	TAMPA INTL	TPA
18:13(13)	3930	Frontier Airlines	Airbus A321neo	A	DENVER INTL	DEN
18:18(13)	5356	United Airlines	Embraer E-175	A	GEORGE BUSH INTERCONTINENTAL ARP	IAH
18:30(13)	5443	American Airlines	CANADAIR REGIONAL JET 900	A	CHARLOTTE/DOUGLAS INTL	CLT
18:40(13)	1759	Spirit Airlines	A320 Neo	A	ORLANDO INTL	MCO
18:55(13)	81	Silver Airways	AEROSPATIALE/ALENIA ATR42-200/300	D	TAMPA INTL	TPA
19:00(13)	3153	American Airlines	AIRBUS A319	A	DALLAS FORT WORTH INTERNATIONAL	DFW
19:00(13)	5443	American Airlines	CANADAIR REGIONAL JET 900	D	CHARLOTTE/DOUGLAS INTL	CLT
19:10(13)	60	Silver Airways	AEROSPATIALE/ALENIA ATR72	A	ORLANDO INTL	MCO
19:17(13)	2453	Frontier Airlines	Airbus A321neo	D	DENVER INTL	DEN
19:35(13)	5429	American Airlines	CANADAIR REGIONAL JET 900	A	CHARLOTTE/DOUGLAS INTL	CLT
19:35(13)	1760	Spirit Airlines	A320 Neo	D	ORLANDO INTL	MCO
19:55(13)	60	Silver Airways	AEROSPATIALE/ALENIA ATR72	D	ORLANDO INTL	MCO
20:06(13)	3021	Delta Air Lines	BOEING 737-800	A	ATLANTA/HARTSFIELD-JACKSON INTL	ATL
20:30(13)	860	Quest Air	PILATUS PC-12	A	GWINNETT COUNTY - BRISCOE FIELD	LZU
20:35(13)	860	Quest Air	PILATUS PC-12	A	NORTHWEST FLORIDA BEACHES INTL	ECP
20:45(13)	860	Quest Air	PILATUS PC-12	D	TALLAHASSEE REGIONAL	TLH
20:55(13)	860	Quest Air	PILATUS PC-12	D	MOBILE DOWNTOWN	BFM
21:20(13)	5617	American Airlines	CANADAIR REGIONAL JET 900	A	CHARLOTTE/DOUGLAS INTL	CLT
21:49(13)	3777	American Airlines	EMBRAER 175	A	MIAMI INTL	MIA
22:00(13)	1439	United Airlines	AIRBUS A319	A	GEORGE BUSH INTERCONTINENTAL ARP	IAH
22:10(13)	5544	American Airlines	CANADAIR REGIONAL JET 900	A	RONALD REAGAN WASHINGTON NATL	DCA
23:55(13)	4109	American Airlines	EMBRAER 175	A	MIAMI INTL	MIA

EXHIBIT B FREQUENCY OF SERVICES

SUMMARY SCOPE OF SERVICES

Minimum supplies shall include: toilet tissue, multi-fold and rolled hand towels, batteries for hands-free dispensers, toilet seat covers, liners for the baby changing stations, soap for bathroom dispensers, hand sanitizer refills, sanitary product disposal liners, biohazard kits and sharps containers, appropriate size trash can liners for each of the different types and sizes of trash cans used inside and outside the Terminal, Garage, Maintenance and parking areas. SEMI-ANNUAL SERVICE SHALL BE PERFORMED IN MARCH AND SEPTEMBER.

AREA TO BE SERVICED

Terminal Building:

- Machine vacuum carpets - 6x day
- Sweep/dust hard floors - 6x day
- Clean and mop spills - 6x day
- Completely service all public restrooms - 6x day
- Spot clean all public restrooms – hourly
- Monitor lobbies and concourse for trash - 6x day
- Empty trash & recycling containers in lobbies and concourse - 6x day
- Clean, disinfect and remove as necessary mineral deposits on drinking fountains - 6x day
- Arrange public seating - 6x day
- Vacuum and wipe down all public seating - 6x day
- Spot clean windows, glass rails, glass doors, other transparent surfaces - 2x day
- Monitor restrooms, hallways, stairwells, entranceways and other public areas - 2x day
- Spot clean and degum all carpeted floors - 1x day
- Machine spot clean all carpeted floors - 1x week
- Machine vacuum all stairs and gates - 1x day
- Clean Jetbridges - 1x week
- Dust all surfaces - 1x day
- Clean elevators including ceiling and light panels - 1x day
- Clean security screening area - 1x day
- Wipe telephones, handrails door handles, pushbars - 1x day
- Wipe charging stations - 1x day
- Remove gum from all surfaces covered under this contract - 1x day
- Damp wipe escalator handrails - 1x day
- Clean seating and coffee tables in ticketing - 1x day
- Wipe down tables and benches in security checkpoint, clean hand sanitizer dispensers, and replace sanitizers as needed. - 1x day

Airport Administration including Director's office suite 225, all conference rooms, restrooms, Operations center suite, 2 police offices - 1x day

Tug drive restrooms - 1x day

Machine Scrub public restroom floors - 2x week

Sweep and wet mop service corridor lower level concourse and upper level restaurant service corridor, including service elevator - 2x week

Clean windows accessible to the public inside and outside - 2x week

Clean glass walls, railings, door inserts (lights), and other glass surfaces accessible to the public both inside and outside - 2x week

Dust and/or clean monitors and television screens located in various locations throughout Terminal Building (approximately 70) - 2x week

Vacuum carpeting on bag belt carousels - 2x week

Damp wipe front of all ticket, rental and boarding agent counters - 2x week

Damp wipe terminal directories - 2x week

Damp wipe telephone sets and stands - 2x week

Damp wipe all plant containers - 2x week

Damp wipe oversized bag holder - 2x week

Clean baseboards - 1x week

Polish metal on escalators using an approved stainless steel cleaner (such as Mother's) - 1x week

Damp wipe all seats – 1x week

Contractor will replace seating and coffee tables back into approved seating arrangements in accordance with approved seating charts after cleaning - 1x week

Wipe down tables in all conference rooms - 1x week

Dust overhead air conditioner intake vents and ceiling tiles in restrooms - monthly

Dust blinds in the Administration Offices and Conference Rooms and security checkpoint - monthly

Spot clean and de-gum stairwells at Administration Offices and stairwells at Gates 1-8 - monthly

Scrub and rinse base boards (ceramic, terrazzo and stainless steel) - monthly

Wash and rinse vinyl base boards - monthly

Spray buff Administration kitchen floors - monthly

Polish metal on oversized baggage holder and bag belts - monthly

Polish metal on seats - monthly

Polish metal on corner protectors, walls and surrounding all columns - monthly

"High cleaning" shall be performed twice per year as a semi-annual service.

Clean all wooden doors using Murphy's Oil Soap or equivalent - semi-annually

Clean all large wooden conference tables. If the surface of the conference tables are heavily soiled, wipe with mineral spirits, followed by a clear water rinse (on a slightly damp cloth, then wiped dry) - semi-annually.

Clean laminate conference tables with neutral cleaner and/or water, rinse, and wipe dry - semi-annually

Strip and wax (seal or finish) VCT floors except Administration - semi-annually

Strip and wax (seal or finish) Administration kitchen floors - annually.

Grout restoration of all ceramic tiled areas including base boards (except garage

lobbies) - annually

Skybridge

Pull trash and ash and replenish sand - 1x day

Pressure wash Skybridge and exterior Garage lobbies - quarterly

Terminal Area

Empty and replenish exterior ash cans - 6x day

Empty exterior entranceway trash and ash cans - 2x day

Wipe picnic tables and benches in breezeway, medians, and Garage 3 and 4 - 2x day

Monitor and de-gum all exterior sidewalks, crosswalks, carpeting - 1x day

Monitor all outside areas covered under this contract - 1x day

Dust and wipe down newspaper racks - 1x day

Garage and surface lot trash and ash cans - 1x day

Sweep, scrub, and rinse Tug Drive Restroom floors - 2x week

Pressure wash exterior walls, columns, and walkways in front of Terminal (to include compactor area) and in front of Garage, in Garage Breezeway, and in medians.

Ensure pressure washing removes gum - 1x week

Spot clean walls and columns, except for stainless steel inside terminal building - 1x week

Scrub exterior trashcans along front of terminal - 1x week

Parking Garage Elevator Lobbies

Garage and surface lot trash and ash cans - 1x day

Machine scrub inside Garage lobbies - 1x week

Parking Garage Stairwells and Landings

Pressure wash stairwells and landings - semi-annually

Taxi Queue Building

Clean Taxi queue restrooms & building - 1x day

Pressure wash inside of restrooms - monthly

Maintenance Building

Contractor shall dedicate at least 4 manhours twice per week

Sweep, scrub, and rinse Maintenance VCT and ceramic (restroom) floors - 2x week

Clean glass doors and windows at Maintenance building - 2x week

All trash receptacles shall be emptied and cleaned - 2x week

Dust - 2x week

Wipe down front of all kitchen cabinets and counters - 2x week

Clean both restrooms - 2x week

Strip and wax VCT floors - semi-annually

Airport Fire Station #7 (ARFF) floors

Strip and wax VCT floors - semi-annually

CONCOURSE TILE:

In addition to the requirements above, contractor is to provide once-per-day mechanical cleaning of approximately 13,000 square feet of Crossville brand porcelain tile in the terminal building concourse. Use of an auto-scrubbing device with approved cleaning solution is required. Work is to be performed after the concourse has closed for each day and prior to concourse opening the following day, allowing enough time for the floor to dry completely.

CARPET AND UPHOLSTERED FURNITURE CLEANING:

The Pensacola International Airport terminal building contains approximately 60,000 square feet of Interface brand carpet planks and carpet tiles. In addition, the vestibules and elevators contain walk-off carpet tiles.

Interim Cleaning – Regular carpet cleaning, utilizing the Dry Extraction method or the Crystallizing Application method, is required. Cleaning in high traffic areas shall be performed monthly. Use of a bonnet or rotary machinery is not allowed.

Restorative Cleaning - Hot Water Extraction of all carpeted areas shall be performed quarterly (every three months). This includes, but is not limited to, entranceway and elevator walk-off carpet, passenger loading bridge carpet, all carpeted seating areas, Airport Administration offices, Airport Operations offices and three (3) conference rooms.

Seating Rotation – In order to mitigate wear patterns in the carpet tiles, Airport Administration may require seating rotation every six months in conjunction with scheduled carpet cleaning. Airport will provide two approved seating charts.

Carpet Tile Rotation – In order to make the best use of the carpet tiles, Airport Administration may require carpet tile rotation in high traffic areas every six months in conjunction with scheduled carpet cleaning. Airport will supply replacement carpet tiles and adhesive

In addition, the Airport ticketing lounges contain upholstered couches and chairs covered in Designtex Linari and Maharam Cartgouche fabrics (cleaning codes WS and S respectively). The Airport Administration office contains upholstered couches covered in Mayer Crypton fabric (cleaning code C). Upholstered furniture cleaning shall be performed quarterly under this agreement and may be performed in conjunction with the carpet cleaning schedule.

REPLACEMENT CARPET TILE INSTALLATION:

The Contractor shall be responsible for the replacement of any carpet tiles that, in the opinion of the Airport Staff, can no longer be cleaned to an acceptable standard. The Airport will provide the replacement carpet tiles and the adhesive for installation of the tiles. The Contractor will be responsible for providing all labor, equipment and other materials necessary for the installation.

OTHER SERVICES**EMERGENCY CLEANING:**

To be performed on a 24-hour call-out basis with a maximum response time of eight (8) hours. Contractor shall be able to provide the necessary equipment for such situations as cleanup following a biohazard incident, as well as extensive water extraction and carpet drying. Emergency cleaning may include water and other damages due to hurricanes, storms, flooding, and other "Acts of God," industrial accidents (such as burst plumbing), water damage as a result of emergency fire response, or other situations requiring an immediate response for the health, safety, or security of persons or property. Emergency cleaning shall be billed at the rate quoted in the Bid Documents.

MISCELLANEOUS ITEMS:

Contractor shall have staff trained to respond to biohazard events, such as blood spills, any time or place they occur.

EXHIBIT C
MINIMUM STAFFING LEVELS AND SALARY RANGES

Project Manager	1	F/T	\$19.00 to \$25.50
Shift Supervisor	6	F/T	\$18.00 to \$20.50
Shift Cleaner	18	F/T	\$15.00 to \$18.00
Flooring Technician	2	F/T	\$16.50 to \$19.50

Peak passenger hours are:

4:00 am – 6:00 am
9:00 am – 11:00 am
1:00 pm – 3:00 pm

Florida minimum hourly wage as of 01/01/2025 is \$13.00

FINANCIAL SERVICES
PURCHASING

MEMORANDUM

TO: Respondents to RFP #25-023, Janitorial and Specialized Floor Care Services at Pensacola International Airport

FROM: Dedria Lunderman, Purchasing Manager

DATE: March 24, 2025

SUBJ: Notice of Intent to Award

Thank you for your proposals in response to the City's solicitation. After considering the information received, the committee ranked the firms as shown below.

- 1) Florida Cleaning Systems, Inc. dba FCS Facility Services
- 2) Flagship Aviation Services, LLC
- 3) Mega Service Solutions, LLC
- 4) Enmon Enterprises, LLC dba Jani-King of Pensacola
- 5) UG2, LLC
- 6) Triangle Services, Inc.
- 7) American Facility Services, Inc.
- 8) A-Action Facility Services, Inc.
- 9) UBM Enterprise, Inc.
- 10) SFM Services, Inc.
- 11) MD of the Emerald Coast dba Emerald Coast Commercial Cleaning
- 12) Mastercorp Commercial Services, LLC
- 13) Foxtrot Aviation Services, LLC
- 14) Able Business Services, Inc. / J&H Janitorial Company, LLC
- 15) Enhancity Sports

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 March 31, 2025. 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.

cc: Michael Laven – Airport Administration & Contracts Manager, Pensacola International Airport, City of Pensacola

Attachment (Matrix)

RFP NO. 25-023

**JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES AT
PENSACOLA INTERNATIONAL AIRPORT**

Selection Committee Meeting (03/19/2025)
Written Submittals Evaluation

FIRMS	<i>Raw Score</i>	Jennifer Grunest	Ann Hansmann	Michael Laven	Richard Lince	TOTAL SCORE	RANKING ORDER
Florida Cleaning Systems, Inc. dba FCS Facility Services	84	91	98	85	358	1	
Flagship Aviation Services, LLC	83	94	90	77	344	2	
Mega Service Solutions, LLC	44	71	48	50	213	3	
Enmon Ent., LLC DBA Jani-King of Pensacola	44	54	68	36	202	4	
UG2, LLC	52	49	63	29	193	5	
Triangle Services, Inc.	51	63	43	27	184	6	
American Facility Services, Inc.	66	61	18	38	183	7	
A-Action Facility Services, Inc.	48	50	32	30	160	8	
UBM Enterprise, Inc.	37	40	39	33	149	9	
SFM Services, Inc.	32	37	50	26	145	10	
MD of the Emerald Coast dba Emerald Coast Commercial Cleaning	9	36	56	24	125	11	
Mastercorp Commercial Services, LLC	22	47	31	24	124	12	
Foxtrot Aviation Services, LLC	14	59	6	44	123	13	
Able Business Services, Inc.	16	29	32	24	101	14	
J&H Janitorial Company, LLC	34	12	42	13	101	14	
Enhancity Sports	25	25	15	23	88	15	

Motion to award contract based on written proposals without further oral presentations

Made By: Jennifer Grunest
Second: Michael Laven
Vote: 4 - 0

Motion to award contract to top-ranked firm

Made By: Jennifer Grunest
Second: Michael Laven
Vote: 4 - 0

**CONTRACT BETWEEN CITY OF PENSACOLA AND
FLORIDA CLEANING SYSTEMS, INC. DBA
FCS FACILITY SERVICES
BASED UPON REQUEST FOR PROPOSALS #25-023**

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 Florida Cleaning Systems, Inc. d/b/a FCS Facility Services, (“Contractor”), a corporation authorized to do business in Florida, located at 131 S. Country Club Road, Lake Mary, Florida 32746, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City solicited for Request for Proposals #25-023, on January 16, 2025 (“RFP”), for Janitorial and Specialized Floor Care Services at Pensacola International Airport, as modified by any addendum to the RFP (“Addenda”), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “RFP Documents”); and

WHEREAS, in response to the RFP Documents, the Contractor submitted to the City a proposal dated February 12, 2025, 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 as described in the RFP 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.

The Parties expressly acknowledge and agree that the terms of this Section 3 are material conditions to the Contract agreement. Contract shall begin at midnight on October 1, 2025 and end at 11:59 pm on September 30, 2030. For the first year of the contract term, the City shall pay the contractor a fee not to exceed One Million Five Hundred Thirty-Seven Five Hundred Seventeen dollars and Fifty-Nine cents (\$1,537,517.59). Monthly payment will be made upon satisfactory completion of actual services by the Contractor as deemed satisfactory in the sole discretion of the Airport Director of the City. Monthly invoices shall consist of one-twelfth the cost of chemicals, supplies and equipment, plus one-twelfth the annual fixed overhead/profit fee, plus actual labor costs for the previous month as shown on the approved budget. Actual labor costs for the month shall not exceed one-twelfth of the proposed labor cost as outlined in the approved budget in the Proposal without the prior written consent of the City. Actual labor costs shall be documented to the satisfaction of the City in the form of a printed labor analysis for the month showing employee name, position, wage rate, regular hours worked, overtime hours worked, and earnings. Contractor shall provide such satisfactory documentation in the form of a printed labor analysis with each monthly invoice.

For each subsequent year beginning October 1, 2026, no less than ninety (90) days prior to end of the then current contract year, Contractor shall submit to the City an annual budget for the upcoming contract year. Said budget shall detail the amount proposed for chemicals and supplies, equipment, labor and other costs. The proposed budget shall include a proposed labor analysis comprised of a proposed shift schedule, man hour requirements per shift, and a salary schedule per position per shift.

The City shall review the Contractor's proposed budget for reasonableness of cost and the quality of work provided. Should the City find the proposed budget acceptable, the contract will be continued for the subsequent year; however, any proposed budget determined to be unacceptable financially and not otherwise corrected by the Contractor within a reasonable time shall be grounds for the immediate termination of this contract. Monthly payment shall be made in accordance with the terms and conditions herein contained.

Subject to the right of termination for cause or convenience, the term of this Contract may be extended for one additional five (5) year period at the sole discretion of

the City. Notice shall be given to the Contractor at least ninety (90) days prior to the expiration of the then current term of the City's intent to extend or to not extend the term.

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, 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.

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.

Section 18. Rules and Regulations.

In performing all Contract work within the Security Identification Display Area (SIDA) of the Airport Contractor shall obtain all appropriate airport security ID badges to be issued by Pensacola International Airport Access Control Office or be under the escort of appropriately badged individuals. The Contractor agrees to observe all security requirements of Transportation Security Administration (TSA) 49 CFR 1542, and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the City to ensure that employees, invitees, agents, and guests observe these requirements. Contractor shall ensure all personnel working under the provisions of this Contract must qualify for, wear and exhibit a security identification badge issued by the Airport. Contractor shall ensure individuals requiring badges submit fingerprints for verification of past criminal history. All security badges shall remain the property of the Airport and shall be surrendered by Contractor to City upon termination of employment or upon the termination of this Contract.

Contractor acknowledges and agrees that badge issuance is subject to successful completion of fingerprint-based criminal history background check, TSA security threat assessment, and completion of security training. The Contractor is responsible for completing and submitting all necessary documentation required for badge issuance. Contractor acknowledges and agrees this process may take four (4) weeks to complete. Contractor acknowledges and agrees the current fee to be paid by Contractor to the City to obtain a background check and ID badge is \$55.00 and that the replacement fee for lost badges is \$110.00. The Contractor shall be responsible for the return of all ID badges at the end of this Contract, and agrees to return any and all ID badges if directed to do so by the Airport Director.

Section 19. Insurance and Indemnification.

Before starting and until termination of supplying products and /or services to 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 of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

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 coverage 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.

Commercial General Liability coverage must be provided, including bodily injury; property liability for premises, operations, products and completed operations, contractual liability, and independent contractors. The coverage shall be written on occurrence-type basis with minimum limits of \$1,000,000 per occurrence.

Automobile liability coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles with minimum limits of \$300,000 CSL.

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.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The City of Pensacola 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. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not 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, Risk Management, Post Office Box 12910, Pensacola, FL 32521

HOLD HARMLESS

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

PAY ON BEHALF OF THE CITY

The Contractor 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.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

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

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

Florida Cleaning Systems, Inc. dba
FCS Facility Services

(Contractor's Name)

Mayor, D.C. Reeves

By _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

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 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

Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):



Lump Sum/Flat Fee



Hourly Rate(s)



Other: _____

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):



Lump Sum/Flat Fee: \$1,537,517.59 _____



Hourly Rate(s) are: _____



Other: _____

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):



One-time, lump sum at the end of the work/project



After submission of monthly or periodic invoices



Other: _____

EXHIBIT A
RFP DOCUMENTS

EXHIBIT B

PROPOSAL

The pages following Exhibit B are the documents comprising the Proposal dated, February 12, 2025, which Contractor submitted in response to the Bid Documents, are hereby incorporated by reference into this Contract. The Proposal includes all attachments and addenda submitted by Contractor in response to the Bid Documents, which are also hereby incorporated into this Contract by reference.



FCS FACILITY SERVICES

131 S Country Club Rd., Lake Mary, FL. 32746

The City of Pensacola

RFP NO. 25-023

*JANITORIAL AND SPECIALIZED FLOOR CARE
SERVICES PENSACOLA INTERNATIONAL
AIRPORT*

“SEALED RESPONSE”

Attn:

Dedria Lunderman, Purchasing Manager
City of Pensacola
Purchasing Department
222 West Main Street
Pensacola, FL 32502

Due: February 14, 2025 @ 2:30 PM

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1. **Proposers information**
 - A.) Cover Letter
 - B.) COI, Sunbiz, Business License
 - C.) W9
 - D.) Corporate Org Chart
 - E.) Minority Certificate
2. **Qualifications & Experience**
 - F.) About FCS
 - G.) Services Provided
 - H.) Specialty Credentials
 - I.) References
3. **Project Management Plan**
 - J.) Management & Staffing Plan
 - K.) Technical Approach
 - L.) Transition Plan
 - M.) Training Plan - CleanCheck
 - N.) Quality Assurance - Cleantelligent
 - O.) Sample Schedule
 - P.) Equipment List & Maintenance Plan
 - Q.) Autonomous Equipment
4. **Required Submittals**
 - R.) Bid Forms
 - S.) Addenda
 - T.) Copy of Bid Bond (Original hand delivered prior to due date)
5. **Proposal Pricing**
 - U. Pricing Sheet

TAB 1

A



City of Pensacola
Purchasing Department
222 West Main Street
Pensacola, FL 32502

Attn: Dedria Lunderman, Purchasing Manager

SUBJECT:
RFP NO. 25-023
JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES PENSACOLA
INTERNATIONAL AIRPORT

Dear Ms. Lunderman,

Enclosed please find one (1) electronic copy of our response to the solicitation referenced above. We are delighted to have participated in this procurement process and to present a proposal that offers cost-effective, responsive, and high-quality service. Our submission aligns with all terms and conditions outlined in the RFP, affirming the accuracy of all contents therein. FCS Facility Services comprehends the Scope of Work detailed in the RFP and pledges to execute it promptly, emphasizing the importance of adequate staffing to fulfill our commitments. Moreover, we assure compliance with all contractual obligations, including insurance, bonding, and licensing requirements. Drawing upon our extensive experience servicing various cities, counties, and major airports nationwide, we are confident in our ability to not only meet but exceed the minimum qualifications stipulated in this solicitation. Should we be selected, FCS is fully committed to formalizing an agreement with the City of Pensacola.

Below is a list of all persons authorized to make representations for Florida Cleaning Systems, Inc. dba FCS Facility Services:

Giovanna Barrios, CEO
Giovanna@fcsfacilityservices.com
O: 407.586.7098
Address: 131 S. Country Club Rd., Lake Mary, FL 32746

Roger Barrios, COO
Roger@fcsfacilityservices.com
O: 407.586.7097
Address: 131 S. Country Club Rd., Lake Mary, FL 32746

Pat Lamb, VP of business development
Pat@fcsfacilityservices.com
O: 407.221.6160
Address: 131 S. Country Club Rd., Lake Mary, FL 32746

We look forward to hearing from you. Should you have any questions, please do not hesitate to contact us.

Sincerely,

B



FLORCLE-01

GHYSLOP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2025

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 Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	CONTACT NAME: PHONE (A/C, No, Ext): (407) 894-5431 FAX (A/C, No): (407) 629-6378 ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: Auto-Owners Insurance Company INSURER C: Fair American Select Insurance Company INSURER D: Accident Fund Insurance Company of America INSURER E: Evanston Insurance Company INSURER F: Nautilus Insurance Company	NAIC # 24112 18988 15201 10166 35378 17370
INSURED Florida Cleaning Systems Inc. dba FCS Facility Services 131 S Country Club Rd, Lake Mary, FL 32746		

COVERAGES		CERTIFICATE NUMBER:		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	ADOL SUBR INSD: WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☒ LOC ☒ OTHER \$5M Cap Aggr Limit	X X	CMM335090D	7/31/2024	7/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 2,500
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		52-816-442-00	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp / Coll Ded \$ 1,000
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 0		CSX-8000305-01	7/31/2024	7/31/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Primary \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X UH WCP 100118872 01	10/16/2024	10/16/2025	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess after Primary		MKLV2EUE101914	7/31/2024	7/31/2025	2nd layer \$ 2,000,000
F	Pollution/\$10k ded.		CPL204350410	5/1/2024	5/1/2025	Per Claim \$ 1,000,000

CERTIFICATE HOLDER

CANCELLATION

COPY

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


[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
FLORIDA CLEANING SYSTEMS, INC.

Filing Information

Document Number: P02000040758
FEI/EIN Number: 32-0545361
Date Filed: 04/08/2002
State: FL
Status: ACTIVE
Last Event: AMENDMENT
Event Date Filed: 12/12/2011
Event Effective Date: NONE

Principal Address

131 S COUNTRY CLUB RD
SUITE 2021
LAKE MARY, FL 32746

Changed: 03/04/2022

Mailing Address

131 S COUNTRY CLUB RD
SUITE 2021
LAKE MARY, FL 32746

Changed: 03/04/2022

Registered Agent Name & Address

BARRIOS, GIOVANNA
131 S COUNTRY CLUB RD
LAKE MARY, FL 32746

Name Changed: 05/03/2021

Address Changed: 03/04/2022

Officer/Director Detail

Name & Address

Title: President, CEO

Barríos, Giovanna
131 S COUNTRY CLUB RD
LAKE MARY, FL 32746

Title: VP, COO

Barríos, Roger
131 S COUNTRY CLUB RD
LAKE MARY, FL 32746

Annual Reports

Report Year	Filed Date
2022	03/24/2022
2023	02/07/2023
2024	02/01/2024

Document Images

03/01/2024 - ANNUAL REPORT	View image in PDF format
03/01/2023 - ANNUAL REPORT	View image in PDF format
03/04/2022 - ANNUAL REPORT	View image in PDF format
05/10/2021 - AMENDED ANNUAL REPORT	View image in PDF format
05/03/2021 - CRCK Resignation	View image in PDF format
05/03/2021 - CRCK Resignation	View image in PDF format
05/03/2021 - Res. Agent Resignation	View image in PDF format
05/03/2021 - Res. Agent Change	View image in PDF format
01/18/2021 - ANNUAL REPORT	View image in PDF format
01/19/2020 - ANNUAL REPORT	View image in PDF format
01/04/2019 - ANNUAL REPORT	View image in PDF format
01/09/2018 - ANNUAL REPORT	View image in PDF format
01/09/2017 - ANNUAL REPORT	View image in PDF format
03/19/2016 - ANNUAL REPORT	View image in PDF format
03/09/2015 - ANNUAL REPORT	View image in PDF format
03/10/2014 - ANNUAL REPORT	View image in PDF format
04/02/2013 - ANNUAL REPORT	View image in PDF format
04/23/2012 - ANNUAL REPORT	View image in PDF format
12/12/2011 - Amendment	View image in PDF format
01/01/2011 - CRCK Resignation	View image in PDF format
01/08/2011 - ANNUAL REPORT	View image in PDF format
01/08/2010 - ANNUAL REPORT	View image in PDF format
03/19/2009 - ANNUAL REPORT	View image in PDF format
04/18/2008 - ANNUAL REPORT	View image in PDF format
03/12/2007 - ANNUAL REPORT	View image in PDF format
02/22/2006 - ANNUAL REPORT	View image in PDF format
04/18/2005 - ANNUAL REPORT	View image in PDF format
04/28/2004 - ANNUAL REPORT	View image in PDF format
05/21/2003 - ANNUAL REPORT	View image in PDF format

12/09/2011 - Amendment and Name Change	View image in PDF format
04/09/2002 - Domestic Profit	View image in PDF format
04/08/2002 - CRCK Resignation	View image in PDF format



SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/25

FCS FACILITY SERVICES
131 S COUNTRY CLUB RD #2021
LAKE MARY, FL 32746

Account #: 153334

NOT REGULATED

****LAKE MARY CITY LICENSE REQUIRED ****

GIOVANNA BARRIOS (OFFICER) DANIELLE COOPER (AGENT)

Receipt #: 10632024090503213

Amount Paid: \$ 25.00

Date Paid: 09/05/2024

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

FLORIDA CLEANING SYSTEMS INC
131 S COUNTRY CLUB RD #2021
LAKE MARY, FL 32746

FLORIDA CLEANING SYSTEMS, INC
DBA FCS FACILITY SERVICES
131 S COUNTRY CLUB RD #2021
LAKE MARY FL 32746



2024 - 2025

City of Lake Mary

Post Office Box 958445, Lake Mary, FL 32795-8445

LOCAL BUSINESS TAX

LOCATION: 131 S COUNTRY CLUB RD #2021

Classification: GENERAL SVC. PROVIDER, NO STATE LICENSE

For: FLORIDA CLEANING SYSTEMS, INC
DBA FCS FACILITY SERVICES
131 S COUNTRY CLUB RD #2021
LAKE MARY FL 32746

Comments: COMPANY
CORP HQ FOR COMM FACILITIES JANITORIAL/MAINTENANCE

Receipt # 25 00010509

THIS RECEIPT MUST BE POSTED
CONSPICUOUSLY IN YOUR PLACE OF
BUSINESS.

This receipt expires 9/30/25.

Receipt Fee	\$	50.00
Delinquent Penalty	\$	.00
Interest	\$	.00

TOTAL\$	50.00
----------------	--------------

Chamber Branton
City Clerk

BUSINESS SHALL COMPLY WITH ALL CITY CODES OR BE SUBJECT TO NON-RENEWAL OR REVOCATION.
BY THE ISSUANCE OF THIS BUSINESS TAX RECEIPT, THE CITY IS NOT APPROVING THE USE OF THE PROPERTY OR THAT THE PROPERTY IS COMPLIANT WITH CODE IN ANY WAY.

C

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Florida Cleaning Systems, Inc.		
	2 Business name/disregarded entity name, if different from above. FCS Facility Services		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)		
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
5 Address (number, street, and apt. or suite no.). See instructions. 131 S Country Club Rd		Requester's name and address (optional)	
6 City, state, and ZIP code Lake Mary, FL 32746			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
3	2		-	0	0	4	5	3	6	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1-20-25
------------------	--	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

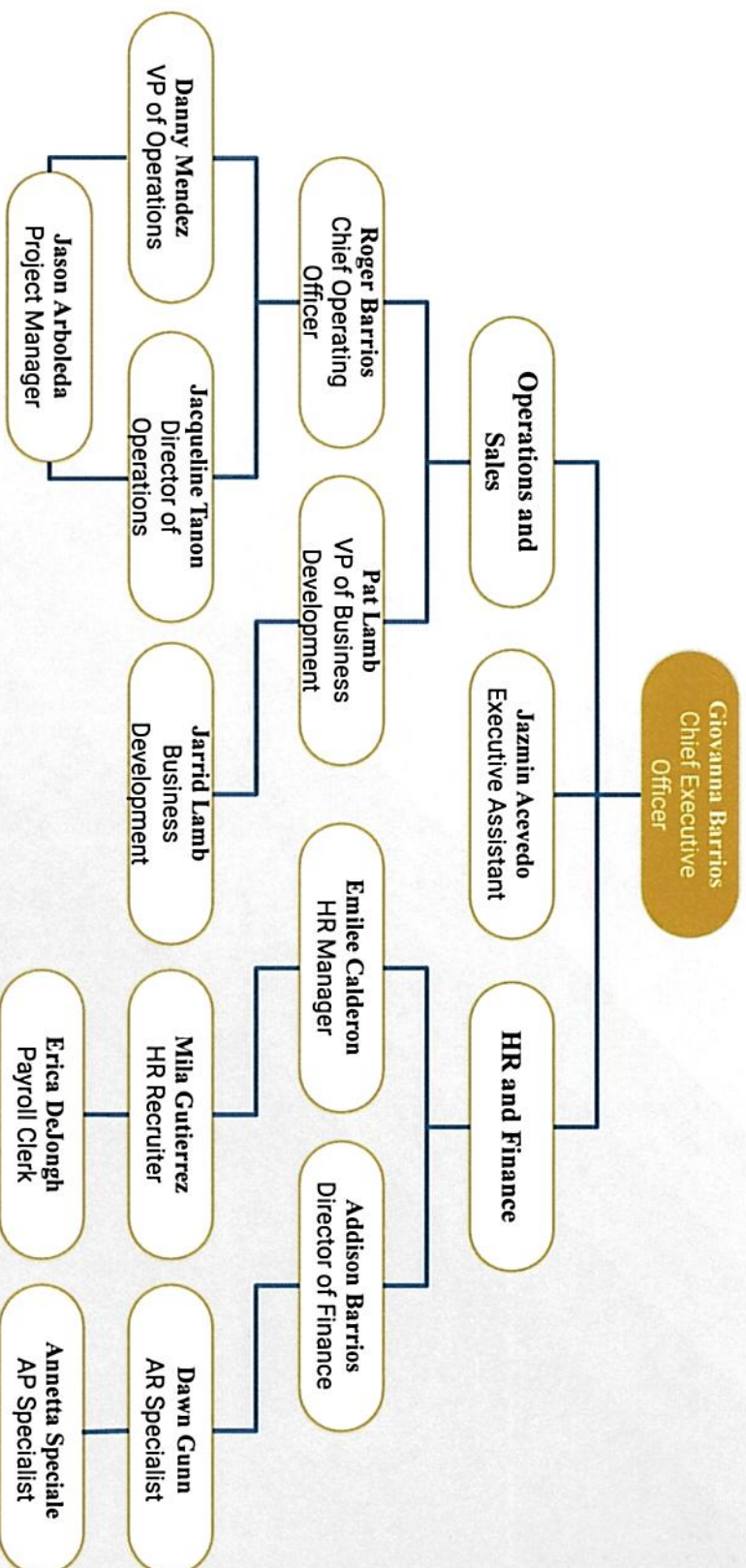
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

D



FCS FACILITY SERVICES



E

THIS CERTIFIES THAT

Florida Cleaning Systems, Inc
dba FCS Facility Services, Inc.



* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

* NAICS Code(s): 561720

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/25/2024

Issued Date

FL239412

Certificate Number

12/01/2025

Expiration Date


Ying McGuire
NMSDC CEO and President


Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBES certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Orlando International Airport
5850 B Cargo Road
Orlando, Florida 32827-4399
Phone: (407) 825-7133
Fax: (407) 825-3004

November 30, 2023

Ms. Giovanna Barrios
Florida Cleaning Systems DBA FCS Facility Services
131 S Country Club Rd.
Suite 1420
Lake Mary, FL 32746

Minority/Women Business Enterprise (M/WBE) Certification

Expiration Date: November 30, 2026

Dear Ms. Barrios:

The Small Business Development Department of the Greater Orlando Aviation Authority (Authority) is pleased to announce that your firm, **Florida Cleaning Systems DBA FCS Facility Services** has been certified as a **Minority/Women Business Enterprise (MWBE)** under the Authority's Minority/Women Business Enterprise Policy.

M/WBE certification is not equivalent and should not be construed as certification under the Authority's Disadvantaged Business Enterprise (DBE) or Airport Concessions Disadvantaged Business Enterprise (ACDBE) Policies promulgated pursuant to the Department of Transportation's regulations, or the Authority's Local Developing Business (LDB), Small Business Enterprise (SBE) or Veteran Business Enterprise (VBE) Policies.

M/WBE certification is NOT a guarantee work, but enables the firm to compete for, and perform, contract work on all Authority projects as an M/WBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

Your company's **M/WBE** certification with the Authority will be effective through **November 30, 2026**. For re-certification at the end of this period you must reapply for M/WBE certification. Your **renewal application** should be submitted ninety (90) days prior to expiration of your current certification. You may complete your renewal application online at <https://goaa.diversitycompliance.com>. **Failure to submit your renewal application ninety (90) days in advance of your expiration may result in a lapse in your certification.**

If there is a material change in the firm, including, but not limited to: ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm prior to your renewal date you must promptly notify this office in writing. Notification should include supporting documentation.

Congratulations on your **M/WBE** certifications. Please contact our office at 407-825-7133 or certifications@goaa.org if you have any questions or if we can be of any assistance.

Sincerely,



TAB 2

F



FCS History

Florida Cleaning Systems, Inc. dba FCS traces its origins back to 2002. From its early days, FCS has grown from a small family-owned operation into a significant player in the facility services industry. With a strategic expansion over the years, FCS now operates in eleven different states, offering exceptional services to a broad range of clients.

Throughout its journey, FCS has serviced numerous high-profile facilities across the country, including airports, pharmaceutical distribution centers, call centers, and various county and city facilities. This diverse portfolio has equipped FCS with a wealth of knowledge and expertise, shaping it into the company it is today.

As a Minority-Owned business, FCS remains committed to providing exceptional services tailored to meet the unique needs of each customer. Drawing from extensive experience and a commitment to excellence, FCS continues to strive for outstanding performance in all aspects of its operations.

Organizational Structure of FCS

Florida Cleaning Systems, Inc. dba FCS Facility Services, a sub-S Corporation registered in Florida, specializes in comprehensive Facility Maintenance and Custodial Services. Established in 2002, the company holds certifications with the Federal Department of Transportation and several Central Florida counties as a Minority Business Enterprise. Ownership is jointly held by Giovanna Barrios, CEO, and Roger Barrios, COO. Giovanna and Roger have contributed over 14 years of service to FCS and have been monumental to the success and growth of FCS.

Giovanna and Roger have curated a corporate team pivotal to FCS's success. Pat Lamb, VP of Business Development, leads all marketing efforts with over 26 years of experience in the building service industry. His expertise spans various sectors, including education, government, manufacturing, air transport, and the private sector.

Danny Mendez, VP of Operations, serves as the operational backbone, maintaining business relations with clients and ensuring contract compliance. His focus is on providing operational support across the company's portfolio to meet client needs and FCS goals.

Jacqueline Tanon, Director of Operations, brings over eight years of experience to her role. She oversees all operational aspects, including training, staffing, scheduling, and contract compliance. Ms. Tanon's expertise in the janitorial field contributes to FCS's operational efficiency and client satisfaction.

Active business venues

FCS provides a comprehensive range of services to various establishments, encompassing counties, airports, large pharmaceutical facilities, parking garages, hospitals, and privately owned facilities nationwide. The company is presently engaged in the provision of services to facilities located in New York, Florida, New Jersey, Delaware, Utah, Ohio, Missouri, Minnesota, California, and Texas.

- **Aviation Venues**
 - Currently servicing Orlando, Tampa, Northwest Florida Beaches, Pensacola, Minnesota, Salt Lake City, and Shreveport Airports.
 - Providing 24/7 janitorial services, parking garage janitorial, high-rise window cleaning, high-dusting, complete floor care, and pressure washing.
 - Over 250 employees across seven airports.
- **City & County Venues**
 - Currently servicing Central Florida Tourism Oversight District, Seminole County, City of Sanford, and Orange County.
 - Providing nightly janitorial services, porter services, event cleanup, high-rise window cleaning, pressure washing, and complete floor care.
 - Over 12 years of consecutive County experience.
 - Over 65 locations are serviced nightly for Seminole County.
- **Healthcare**
 - Currently provide a variety of services such as high-rise window cleaning, pressure washing, painting, and floor care services at Orlando Health and Bayfront Health.
 - Service approximately 24 locations across 3 states providing “terminal cleaning” for Physician Partners of America.
 - 16 Consecutive years providing janitorial services for Cigna / Express Scripts.

Projected Business Direction

Established in 2002, FCS has undergone continuous expansion, establishing a prominent presence in facility services. The company presently delivers its services in prominent states such as New York, Florida, New Jersey, Delaware, Utah, Ohio, Missouri, Minnesota, California, and Texas. Our overarching objective at FCS is to persist in extending our exceptional services nationwide, incrementally fostering customer satisfaction. Currently, FCS boasts a workforce exceeding 550 employees distributed strategically across the country, characterized by a rich diversity in demographics.

Qualifications of FCS

With over two decades of expertise in custodial services, FCS has established itself as a trusted provider to a wide array of clients, including county and city municipalities, airports, educational institutions, and pharmaceutical distribution centers. We have had the honor of servicing clients such as Pensacola Int'l for the past 6 years as well as many other airports such as Northwest Florida Beaches, Tampa, Orlando, Salt Lake City, Shreveport, and Minneapolis. Our dedication is exemplified by 12 consecutive years of serving Seminole County facilities, which span over 65 locations. FCS offers a comprehensive suite of services, including high-rise window cleaning, pressure washing, floor care, porter services, and nightly janitorial duties. Our exceptional performance has been recognized with back-to-back contract awards from Seminole County.

Leveraging this extensive experience, FCS is confident in its ability to fulfill the requirements of the Pensacola Int'l Airport project.

Qualifications of FCS Key Personnel

The employees of FCS bring a wealth of experience and expertise to the table, making them highly qualified to work on the Pensacola Int'l Airport project. Mr. Barrios, with over a decade of experience in facility services, has managed prestigious accounts in Florida, demonstrating his ability to handle various aspects of the business, from janitorial to specialized cleaning in secure areas.

Ms. Barrios, with over 13 years of experience in business management and administration, has been instrumental in operating and expanding FCS's operations beyond Florida, contributing to the company's growth in states like Utah, Georgia, Ohio, and Missouri.

Mr. Lamb, boasting over 26 years in the industry, has managed facility services in some of Florida's largest facilities. His tenure at FCS since 2009 has seen him spearheading business development efforts and successfully transitioning multiple airports and large-scale facilities across various states.

Mr. Mendez, immersed in the building service industry for two decades, has played a key role in managing the company's largest contracts in Central Florida. He closely collaborates with the Operations Team to ensure contract compliance across accounts nationwide.

Ms. Tanon, with over 8 years in custodial services, joined FCS in 2014 and now oversees operations across multiple states, including high-volume projects. Her firsthand knowledge of project requirements, bilingualism, and dedication make her a valuable asset to the team.

Overall, the collective expertise of FCS employees positions them as highly qualified to excel on the Pensacola Int'l Airport project.

G

Services Provided

FCS provides a comprehensive range of building maintenance services designed to meet the diverse needs of our clients. With over 20 years of industry experience, we specialize in delivering high-quality, reliable solutions that keep facilities clean, well-maintained, and operating at their best.

Our expertise includes **24/7 janitorial services**, ensuring that buildings remain spotless and hygienic around the clock. We also offer **specialty floor care services**, utilizing advanced techniques and equipment to maintain, restore, and extend the life of various flooring surfaces.

For spaces that require detailed cleaning, our **high-dusting and artwork cleaning services** ensure that elevated surfaces, fixtures, and delicate pieces remain free from dust and grime, preserving their appearance and integrity. Our **high-rise window cleaning and pressure washing** services enhance the exterior aesthetics of buildings, removing dirt, grime, and environmental pollutants to create a polished, professional look.

In addition to cleaning services, FCS provides **interior and exterior painting**, including **parking lot restriping**, to enhance safety, organization, and curb appeal. Our goal is to serve as a one-stop shop for all building maintenance needs, streamlining services to save our clients time and effort while maintaining the highest standards of quality and professionalism.

With a commitment to excellence and a customer-first approach, FCS continues to deliver superior maintenance solutions, leveraging decades of experience to provide customized services that meet and exceed expectations.

H



***Certified
Building Service
Executive***

Building Service Contractors Association International
Awards this certificate to

Roger Barrios

For raising the professional standards of
Building service management by attaining designation of

Certified Building Service Executive

By successfully fulfilling the designation's conditions of
Eligibility and passing all examination requirements as approved by
The BSCAI Certification Board.

The certificate is issued for the period of 2021 through 2024



President



Chair, Certification Committee



Executive Vice President





**Registered
Building Service
Manager**

Building Service Contractors Association International

awards this certificate to:

John Lamb

for raising the professional standards of
building service management by attaining the designation of

Registered Building Service Manager

by successfully fulfilling the designation's conditions of
continuity and passing all examination requirements as approved by
the BSQM Certification & Registration Committee

Paul Beal

C. Paul Marshall

Christopher J. Marshall





**Registered
Building Service
Manager**

Building Service Contractors Association International

awards this certificate to

Jarrid Lamb

for raising the professional standards of
building service management by attaining the designation of

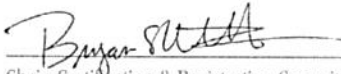
Registered Building Service Manager

by successfully fulfilling the designation's conditions of
eligibility and passing all examination requirements as approved by
the BSCAI Certification & Registration Committee.

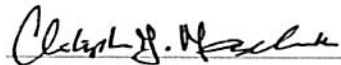
This certificate is issued for the period of 2021 through 2023



President



Chair, Certification & Registration Committee



Executive Vice President



Certificate of Completion

This Certificate is Presented to:

Jacqueline Holguin Tanon.

M.S.C. Provide this Certificate for successfully completed training in the safety and functioning of Covers all Mobile Elevating Work Platform Operator and has demonstrated and understanding of the proper usage and safety procedures.

Mobile Elevating Work Platform Operator.

Given on this Day: 06/19/2023.



Silvio Lucena-Pachano
COMPETENT PERSON TRAINER

Certificate of Recognition

is hereby awarded to

Holquin Tanon

for successfully completing the requirements to become
a **Designated Trainer** for the

Certified Surgical Cleaning Technician Program

The training awarded the following continuing education credits (CEC)
1 CEC = 1 contact hour

24 CECs

Issue Date: 10/03/2024

MBerrier

Monika Berrier, EdD, PMIP
Director, AHE Education



I

Reference List

1. **Customer:** FlagShip
Address: 405 S Kimball Ave, Southlake, TX 76092
Contact: Kevin Barton
Phone #: 512.569.2346
Email: Kbarton@flagshipinc.com
Project Name: Airport Janitorial Services
Period of Performance: 2014-2028
Value: \$9 Mil
Total SF: 2.8 Mil+ SF
Annual Passengers: 146 Mil+ (All airports serviced combined)
Description of Work: Complete janitorial services 24/7 to include floor care, restroom cleaning, general and specialty cleaning, spot cleaning, terrazzo polishing, recycling, trash removal, high-rise window cleaning, and specialty artwork cleaning. These services are provided at Orlando Int'l, Tampa, Int'l, Salt Lake City Int'l, and Minneapolis Int'l Airport.
2. **Customer:** Seminole County Government
Address: 205 W. County Home Road, Sanford, FL 32773
Contact: Sandra Aganovic
Phone #: 407.665.5280
Email: saganovic@seminolecountyfl.gov
Project Name: County-Wide Janitorial Services
Period of Performance: (2012 – 8/31/2022) (9/1/2022 - 8/31/2027)
Value: \$1.4 Mil+
Total SF: 928,000 + SF
Description of Work: Complete janitorial and related services for the County's municipal facilities and Library to include floor care, restroom cleaning, general and specialty cleaning, spot cleaning, window cleaning, pressure washing, and trash removal.
3. **Customer:** City of Pensacola
Address: 2430 Airport Blvd, Pensacola, FL 32504
Contact: Michael Laven
Phone #: 850.529.3087
Email: MLaven@cityofpensacola.com
Project Name: Pensacola Int'l Airport Janitorial Services
Period of Performance: 2019 - 2026
Value: \$1.5 Mil
Total SF: 200,000 + SF
Annual Passengers: 3 Mil+
Description of Work: Complete janitorial services 24/7 to include floor care, restroom cleaning, general and specialty cleaning, spot cleaning, terrazzo polishing, recycling, and trash removal.
4. **Customer:** Bay County Airport & Industrial Distric
Address: 6300 W Bay Pkwy, Panama City, FL 32409
Contact: Parker McClellan
Phone #: 850.636.8950 x205
Email: Pmcclellan@pcairport.com
Project Name: Northwest Florida Beaches Int'l Airport
Period of Performance: 2023-2028
Value: \$1.2 Mil
Total SF: 135,000 + SF
Annual Passengers: 1.6 Mil
Description of Work: Complete janitorial services 24/7 to include floor care, restroom cleaning, general and specialty cleaning, spot cleaning, terrazzo polishing, recycling, and trash removal

TAB 3

J

Staffing & Management Plan
FCS Facility Services

Corporate



Title: Chief Operating Officer, Roger Barrios, CBSE

Experience: Mr. Barrios has been involved in the facility services business for over 10 years. Experienced in all aspects of the business from nightly janitorial to highly specialized cleaning in secure areas; Mr. Barrios has demonstrated his ability to manage some of the most prestigious accounts in Florida.

Role, Responsibility, Level of Authority: The COO will guide the corporate VP of Business Development, VP of Operations, and the General Manager of Operations. He will assist in any decision-making and problem solving, should such occasions arise. The COO is a fully trained, seasoned veteran of custodial maintenance and with his experience, he will direct this contract with his knowledge and expertise to ensure a successful transition and tenure.



Title: VP of Business Development, Pat Lamb, RBSM

Experience: With over 26 years of experience, Mr. Lamb has managed the facility services in some of Florida's largest facilities. Since joining FCS in 2009 Mr. Lamb has worked closely with the Operations Team as well as Heading the Business Development group to help streamline the departments. Mr. Lamb directed the management team that successfully transitioned Multiple airports across the state of Florida as well as other large-scale facilities in Ohio, Utah, Minnesota, New Jersey, and Missouri.

Role, Responsibility, Level of Authority: The VP of Business Development will assist the President in all contract start-up activities and have authority over all FCS onsite management and staff. He will communicate with and maintain a close relationship with the CO/COR. He will perform scheduled and unscheduled Quality Control Inspections. He will assist the Supervisor and or Project Manager with any technical or managerial problems or concerns. He will take directions from and report to the President on the status of the contract.



Title: Chief Executive Officer, Giovanna Barrios, CBSE

Experience: With over 13 years of experience in business management and business administration Ms. Barrios has helped operate and grow FCS alongside the COO, Roger Barrios. Over the last 5 years, she has helped streamline FCS which has allowed for growth outside of the state of Florida such as Utah, Georgia, Ohio, and Missouri.

Role, Responsibility, Level of Authority: Ms. Barrios works directly with the HR Department, VP of Business Development, VP of Operations, and the COO in all contract start-up activities to ensure a smooth transition. Ms. Barrios is responsible for managing the day-to-day operations of the company, and contract compliance.



Title: VP of Operations, Danny Mendez

Experience: Immersed in the building service industry for the last 20 years. Mr. Mendez has assisted in the management of some of the company's largest contracts in Central Florida. Mr. Mendez works closely with the Operations Team and oversees contract compliance throughout accounts across the United States.

Role, Responsibility, Level of Authority: Mr. Mendez will work hand in hand with the VP of Business Development in all contract start-up activities. He will communicate with all on-site FCS staff and will maintain a close relationship with the CO/COR. He will perform scheduled and unscheduled Quality Control Inspections. He will assist the Director of Operations with any technical or managerial problems or concerns.



Title: Director of Operations, Jacqueline Tanon, RBSM

Experience: Ms. Tanon has been in the custodial services business for over 7 years and joined the FCS team in 2014. Currently, Mrs. Tanon oversees all operations across the United States including Florida, Georgia, Ohio, Missouri, New York, New Jersey, and Utah. Ms. Tanon has firsthand knowledge of the services required for large high-volume projects, is bi-lingual, and is certified to conduct employee training.

Role, Responsibility, Level of Authority: The Director of Operations will be responsible for the direct oversight and management of all the FCS on-site employees, Supervisors, and Managers working on the PNS project. She will ensure that the work assigned is performed in a manner consistent with achieving and maintaining the cleanliness of the facilities to the highest quality standards held by FCS. She will work directly with the Shift Supervisors and ensure all contract specifications are met while upholding FCS standards. She will conduct quality control inspections and have direct communication with the CO/COR and FCS onsite staff. She has authority over all FCS employees and reports directly to the VP of Operations.

Onsite Team

Jason Arboleda
Project Manager

The Project Manager for the PNS project will be Jason Arboleda. With a strong background in managing 24/7 airport operations, including significant experience at Pensacola Int'l, Jason will ensure that all work is executed to the highest standards. He is dedicated to adhering to safety protocols and fulfilling contractual obligations.

Years of Experience: 5+ years

Supervisors

Leads on-site team, directing all front-line staff. Is proactive, knowledgeable in janitorial cleaning and floor work, understands the challenges of operating in public environments, and is responsible for organizing the team to meet and exceed the service delivery requirements. Will have a complete understanding of scope and service frequencies in order to direct and complete work orders and scheduled periodic tasks.

Industry Experience: 3-year minimum

Porter

Responsible for performing various cleaning tasks such as sweeping, mopping, vacuuming, and dusting in restrooms, lobbies, corridors, and public spaces. The Porter will also clean and sanitize restrooms thoroughly, empty trash receptacles regularly, and maintain floor cleanliness throughout the facility.

Industry Experience: 1-year minimum

General Cleaner

Responsible for general nightly cleaning in restrooms, office areas, and other common areas throughout the facility. GCs handle the daily service activities as outlined in the RFP.

Industry Experience: 1-year minimum

Floor Technician

Responsible for servicing all areas under the floor care requirements and other miscellaneous projects. Floor technicians are fully trained in all aspects of floor care services and janitorial.

Industry Experience: 3-year minimum

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Technical Approach

FCS Facility Services has developed a comprehensive technical approach for janitorial services at the PNS, leveraging our extensive experience in servicing various facilities nationwide, including Pensacola Int'l. Here's an elaboration on each aspect of our technical approach:

Initial Assessment and Site Visit:

- ❖ FCS will conduct a detailed assessment of the Pensacola Int'l Airport facilities to understand their specific cleaning requirements.
- ❖ On-site visits will be scheduled to evaluate factors such as size, layout, and unique needs of each location within the Facility.

Customized Cleaning Plan:

- ❖ Based on the assessment, FCS will develop tailored cleaning plans for each facility, taking into account key areas that require special attention.
- ❖ A schedule for routine cleaning tasks will be established to ensure consistent maintenance.

Staffing and Training:

- ❖ Skilled and experienced janitorial staff will be assigned to each location.
- ❖ Comprehensive training on safety protocols, cleaning procedures, and customer service standards will be provided to ensure high-quality service delivery.

Use of Environmentally Friendly Products:

- ❖ FCS will prioritize the use of eco-friendly cleaning products to promote a safe and sustainable cleaning environment at the Pensacola Int'l Airport.
- ❖ Green cleaning practices will be implemented to align with the Facility's commitment to environmental responsibility.

Quality Control Measures:

- ❖ Regular quality control checks will be conducted to monitor service quality and address any issues promptly.
- ❖ Feedback mechanisms will be established to ensure continuous improvement.

Communication Protocol:

- ❖ A dedicated account manager will serve as the primary point of contact for the Pensacola Int'l Airport, facilitating efficient communication and issue resolution.
- ❖ Clear communication channels will be established to ensure effective coordination between FCS and the Pensacola Int'l Airport.

Flexible Scheduling:

- ❖ FCS will develop a flexible cleaning schedule that accommodates the operational needs of each facility within the Facility.
- ❖ Cleaning frequencies can be adjusted as required to meet changing demands.

Adherence to Industry Standards:

- ❖ FCS will comply with all industry regulations and standards related to janitorial services, ensuring adherence to best practices.
- ❖ The company will stay updated on any changes or updates in cleaning protocols and adjust practices accordingly.

Emergency Response Plan:

- ❖ FCS will develop and implement an emergency response plan to address unforeseen events promptly, ensuring the safety of Facility staff and visitors.
- ❖ All staff members will be trained on emergency procedures and evacuation protocols.

Budget Transparency:

- ❖ FCS will provide transparent and detailed budget breakdowns for the proposed janitorial services, including pricing, invoicing procedures, and any additional costs.
- ❖ This transparency aims to foster trust and clarity in the partnership between FCS and the Pensacola Int'l Airport.

In conclusion, FCS Facility Services is dedicated to delivering top-notch janitorial services at Pensacola Int'l Airport, drawing on our expertise, attention to detail, and commitment to excellence. FCS is confident that our customized approach will exceed the Pensacola Int'l Airport's expectations, promising the highest standards of cleanliness and professionalism.

L

Transition Plan

Recognizing the critical nature of the contract phase-in, FCS places paramount importance on this period as a time of heightened activity. It involves daily decision-making and mobilization efforts to ensure a seamless transition without disrupting services or interfering with ongoing activities. Among the crucial tasks to be accomplished, establishing effective communication between FCS, the current contractor, and the COR is a top priority. Immediately following the contract award, a meeting will be convened with key personnel, including the Chief Operating Officer, Roger Barrios, VP of Business Development, Pat Lamb, VP of Operations, Danny Mendez, and Director of Operations, Jacqueline Tanon, to establish an open line of communication with the COR. This early communication will focus on defining and agreeing upon service quality levels at every stage.

Upon contract award, employee evaluations will be conducted to assess performance against FCS criteria and the City of Pensacola requirements. Additional staff required to meet contract obligations will be carefully selected based on qualifications, experience, and facility security requirements.

The Project Manager and Custodial Supervisors will undergo professional and efficient management training to ensure optimal custodial staff management. On-site Supervisors will have complete project autonomy with continuous support and guidance from corporate management. Intensive training sessions for both new and incumbent staff will be conducted to educate them on cleanliness and appearance standards. Simultaneously, inventory assessments for products, equipment, and supplies will be carried out, and cost control procedures will be implemented.

Transition & Deliverables Schedule

Upon Contract Award:

- Compile FCS Transition Team, including key personnel and Human Resource Associates.
- Establish a daily contact schedule with the COR for clear and open communication.
- Identify candidates for key positions and obtain resumes for submission to the COR.

Ten (10) Days After Award:

- Execute the contract and return to CO/COR.
- Submit all necessary licenses, bonds, and Certificates of Insurance.
- Provide SDS for proposed supplies.
- Submit Contractor Phase-In Plan, Joint Inspection Plan, and Materials List.
- Begin employee certifications.
- Establish equipment and supply inventory, order new supplies and/or equipment.

Fifteen (15) Days After Award:

- Initiate background screening process and badge acquisition for qualified employees.
- Deliver supplies and equipment to designated areas.
- Submit a list of preferred chemical and non-chemical products.
- Submit Quality Control Plan.

Thirty (30) Days After Award:

- Finalize security and badge processing.
- Conduct Manager and Supervisor training.
- Conduct employee training for safety and operations.
- Test all equipment.
- Submit Custodial Employee Training Records.

Contract Start:

- Corporate personnel oversee start-up activities.
- Regular meetings between CO/COR and FCS to maintain communication and receive feedback.
- Immediate addressing of any deficiencies found.
- Custodial Supervisor addresses deficiencies with staff.
- Progress updates and remedial training provided as needed.
- Schedule adjustments as requested by the COR.
- Daily Quality Control Inspections.

Five (5) Days After Contract Start Date:

- Review progress and evaluate with COR.
- Determine future meeting schedule.
- Ensure scope of work and performance standards are met.
- Make any schedule adjustments as needed.

Fifteen (15) Days After Contract Start:

- Corporate Personnel contacts COR for feedback.
- Custodial Supervisor addresses deficiencies or makes schedule changes.

Thirty (30) Days After Contract Start:

- Custodial Supervisor ensures optimal custodial operations.
- Begin regularly scheduled weekly/monthly meetings.
- Conduct Monthly Safety Meetings.

Transition Checklist & Associated Dates *Actual Dates TBD*			
Action Items	Due Date	Assigned To	Confirmed Completed
Notification of Intent to Award	TBD	Executive Team	
Internal Startup Meeting	Day 1	Executive Team / Operations	
Leadership kick off Meeting	Day 2	Executive Team / Operations	
Order Capital & Non-Capital Equipment	Day 10	Operations	
Establish Temporary Office & Equipment Staging Location	10 Day's after award	Operations	
Site Tour with Startup Team	10 Day's after award	Executive Team / Operations	
Meet Incumbent Service Provider for Continuity of Services	Day 15	Executive Team / Operations	
Discuss Incumbent Employee Retention	Day 15	Executive Team / HR	
Recruiting / Screening / Onboarding New Employees	Ongoing	HR / Recruiting	
Startup / Transition Meetings with Pensacola Int'l Airport	Ongoing	Executive Team / Operations	
Badging	Day 15	Operations	
Order Uniforms	Day 20	Administrative Team	
Communications / IT / Order	Day 20	Administrative Team	
Supplier Meeting to Establish Consumable Needs	Day 20	Operations	
Develop Work Schedules	Day 20	Operations	
New Employee Orientation - Ongoing	Day 25	Operations	
Customer Service Training	Day 25	Executive Team / Operations	
Site Safety Training	Day 30	Operations	
Training for Leadership	Day 35	Executive Team	
Initial Supply /Equipment Deliveries	Day 35	Operations	
Spartan CleanCheck Training Day	Day 40	Operations / HR	
SDS Books for Storage Areas	Day 40	Administrative Team	
Parking for Frontline Employees	Day 40	Operations	
Access Controls / Keys / Alarms	Day 40	Operations	
Specialty Crews Training	Day 40	Operations	
Inspection System: Mapping & Quality Levels	Day 40	Operations / Admin. Support	
Establish on Call List	Day 40	Operations	
Time Clock Training	Day 40	HR / Administrative Team	
Setup Storage Closets	Day 40	Operations	
Contract Start Date	Day 45	Executive Team / Ops. / HR / Admin.	

M

FCS FACILITY SERVICES SAFETY TRAINING PROGRAM

Goals and Objectives

Our overall goal for safety at a job site is zero lost time accidents. Our commitment to quality requires that we provide our employees with the tools necessary to perform their jobs. To this end, we have purchased tools and equipment that put us on the leading edge of performance and productivity in the Facilities Maintenance Industry.

Responsibilities

Rules have value only if they are enforced. Responsibility for safety is clearly defined. It is everyone's responsibility to watch for unsafe acts and conditions and to report these problems immediately.

Our Safety Program includes a list of persons responsible for safety issues and their specific duties. This includes but is not limited to, the responsibilities of everyone from senior management to supervisors, department managers, and employees. It identifies the person who shall be knowledgeable of site-specific safety requirements and be accountable for their implementation and adherence.

Management

Upon contract award, the VP of Operations, Project Manager, and Custodial Supervisors will:

- Establish rules and programs designed to promote safety and make known to all employees the established rules and programs.
- Appoint an employee with enforcement authority over safety matters.
- Impress upon all the responsibility and accountability of each individual to maintain a safe workplace.
- Provide training necessary for employees to do their tasks safely.
- Provide protective equipment for employees where required.
- Provide all Lead Custodians with copies of appropriate rules and regulations, and the responsibility to enforce them.
- Investigate all accidents.
- Conduct safety inspections of the work location, maintain records and continually monitor the program for effectiveness.
- Discipline any employee disregarding these policies.

Employees

It is the responsibility of all FCS employees to:

- Work safely in such a manner as to ensure their own safety as well as that of co-workers and others.
- Report for work in good mental and physical condition to safely carry out assigned duties.
- Use and maintain all safety devices provided.
- Follow all safety rules.
- Provide fellow employees with help with safety requirements.

Training

FCS addresses safety and environmental issues in a serious, no-nonsense manner in order to meet the proper and timely response to these issues, in addition to promoting a safe, healthy working environment. The best way we have found to do this is by being prepared. We prepare our on-site managers/supervisors by monitoring strict adherence to safety procedures and by continually educating personnel through regular training programs.

In fact, the first safety training is held in conjunction with the initial employee orientation meeting. We also conduct a survey of the job site in order to note any potential hazards existing at the site. We will work with the COR or other building safety personnel to discuss the issues if any.

Company Standards

We set very high standards and employ the best available people. We support them with quality training systems and the coaching they need for their professional development. We listen to our employees and encourage their involvement in the decision-making process. If we find that additional staff is needed due to attrition, we can pull support from our existing corporate or regional staff to fill short term gaps while finding the right permanent replacement. We also have relationships with several temporary employment agencies should the need arise.

TRAINING SYSTEM FOR CUSTODIAL STAFF

Management Responsibility

The Custodial Supervisor will know that their job is to stabilize and provide direction to the cleaning program. The success or failure of this or any cleaning program is based on the ability to initially provide, then train, motivate and continually oversee, the entire cleaning staff. The Custodial Supervisor and their designees will lead by example. They will be sure the entire cleaning staff is treated fairly and equally and that the cleaners are always able to talk over their concerns.

As the cleaning manager, the Custodial Supervisor and their designees are responsible for the quality of the cleaning and the timely completion of the cleaning. Four major components determine the success of the program:

- A well-trained, proficient staff
- A comprehensive system for maintaining quality
- The proper equipment and chemicals used
- The technique used for every task

By controlling these four areas, the cleaning manager and their designees will provide a successful cleaning program.

Custodial Training

Productivity and high morale are closely linked to good training, and a well-trained staff is essential to continuous quality improvement. We describe below our approach to employee training.

- Initial orientation to the facility
- Spartan CleanCheck training program
- Training for quality
- On the job training
- Small group workshops
- Weekly refresher training, or "method of the week"
- Monthly department in-service training programs
- Cross-training
- Remedial training
- Special focus training
- Documentation

Communication

The ability to communicate is perhaps the most important factor the cleaning manager will bring to the job. The lack of communication is the root cause of most business problems today. The cleaning manager listens to employees and is sure that they listen to and understand what s/he says. The cleaning manager will discuss both the employees' progress and his concerns with corporate management and will let the client know the positive and negative aspects of the day-to-day progress. The job of the cleaning manager, therefore, is to actively seek ways to communicate with all members of the staff, the tenant occupants, and the client.

Initial orientation to the facility

New employees will be guided through the facility by the Custodial Supervisor (or designee) to acquaint them with the different areas within the facility. They are introduced to their supervisors and co-workers. They receive an employee handbook that details FCS policies, procedures, dress codes, safety practices, etc. The supervisor reviews this material with the trainee. This orientation is given to each of the new employees hired before on the job training or introduction to the employee's work area occurs.

Training for quality

Prior to job training, we want employees to be fully aware of the critical importance of quality performance. We teach our custodial staff members that their personal contributions are important. We want them to identify and correct deficiencies before building tenants or supervisors see them, and we want them committed to exploring new ways in which to perform their work better and more efficiently. Management must immediately teach new staff members that they are valued and so are their ideas by creating an environment in which they feel comfortable coming forward.

Spartan CleanCheck

All FCS employees will be required to complete and pass an online training course through Spartans CleanCheck. CleanCheck offers a wide variety of training courses such as Floor Care, OSHA Bloodborne

Pathogens Procedures, Advanced Disinfection, Restroom Cleaning, The ABC's of Cleaning Chemistry, and many more. Once each employee completes a section of training they will receive a "Certificate of Completion".

On-the-job training

Recruits are paired with training sponsors. "Training sponsors" are seasoned veterans qualified to instruct and critique. The Custodial Supervisor or designee appoints sponsors, incorporating training sessions into the normal flow of daily activities. Employees are first trained in basic cleaning tasks, such as bathroom cleaning and floor mopping. Those to be assigned floor maintenance jobs will also be instructed on how to properly use heavy floor and carpet equipment. Once "task training" is complete, the new employee receives "routine training," in which tasks are combined and sequenced into job assignments. The training sponsor first demonstrates, and then evaluates the trainee's performance, gradually relaxing the direct supervision as the employee becomes more proficient.

Small group workshops - Quarterly

"Task training" is also administered in small group workshops. Videos are used to illustrate procedures. Another equally effective technique we incorporate is holding small demonstration classes, during which the instructor performs a task and then invites employees to repeat the steps.

Weekly refresher training, or "method of the week"

Every week, all employees are refreshed on a selected cleaning procedure to ensure faithful compliance and discourage "short-cut" variations. Supervisors review the procedure and then observe their employees performing it, providing coaching as required. Thus over the course of a year, follow-up training is given on every cleaning task.

Monthly department in-service training sessions

Each month, all custodial staff members attend a department meeting featuring general business, a review of current employee issues, special projects coming up, inspection results, and an educational seminar.

Cross-training

Select custodial staff members are cross-trained so they can perform the cleaning procedures and routines of other job assignments should the regularly assigned staff be unavailable.

Remedial training

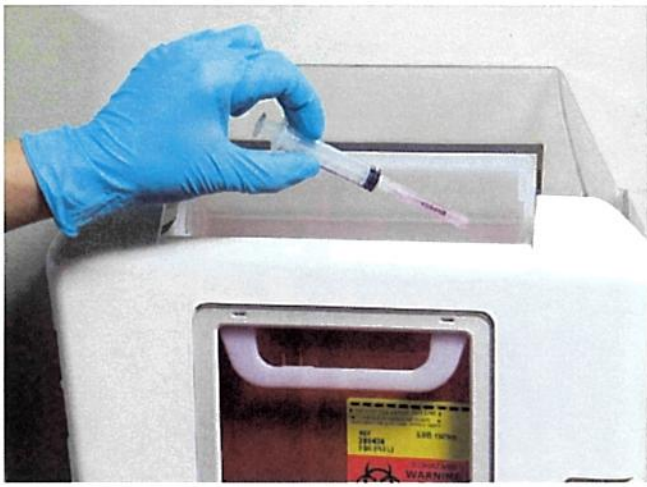
Poor performers and slow learners are enrolled in special remedial courses designed to bring their skill levels on par with co-workers. If disciplinary action is required, this one-on-one, specially tailored training becomes an important prelude.

Special focus training

Various subjects of considerable importance require yearly re-emphasis, such as body mechanics to minimize accidents, and fire and safety training to equip employees with extinguisher and evacuation skills.

Documentation

Accreditation standards and effective personnel management practices require training to be promptly and accurately documented.



CleanCheck[®]

training made simple[®]

CleanCheck ensures that your staff will master the proper cleaning procedures that promote a safe and clean environment. Complete with bilingual video tutorials, training manuals, on-the-job cards and testing tools, CleanCheck is a thorough program that trains employees and keeps you compliant.



Providing Quality Maintenance and Chemical Specialty Solutions with Unparalleled Customer Service

CLEANCHECK® TRAINING SYSTEM

Your employees are your most valuable resources. To ensure quality workmanship, thorough and effective training is a must. Whether training existing employees or new hires, CleanCheck is the ultimate tool for instilling pride and professionalism, building confidence, minimizing complaints, and cost-effectively managing the talents of your workforce. Spartan's bilingual, web and DVD-based CleanCheck Training System makes fast work of administering instructor-led and self-directed training. CleanCheck modules cover basic and advanced topics for a variety of cleaning operations, including specialty facility areas. Plus, comprehensive Safety modules thoroughly demonstrate Bloodborne Pathogen Standards as well as OSHA Compliance. CleanCheck meets the requirements for the CIMS-GB Standard as well as CMI Advanced Standards. Online and hard copy testing adapts to both individual and group training situations. CleanCheck ensures that your staff will master the proper cleaning procedures that promote a safe and clean environment.



TRAINING VIDEOS

The CleanCheck Training Videos provide step-by-step procedural instruction on cleaning specific areas in your facility. Each video module covers the cleaning process end-to-end, but is also offered in single chapters so specific tasks can be easily revisited or re-trained. Available in both English and Spanish, CleanCheck video modules also offer DVD or web-based viewing to meet the needs of your diverse and dispersed organization.

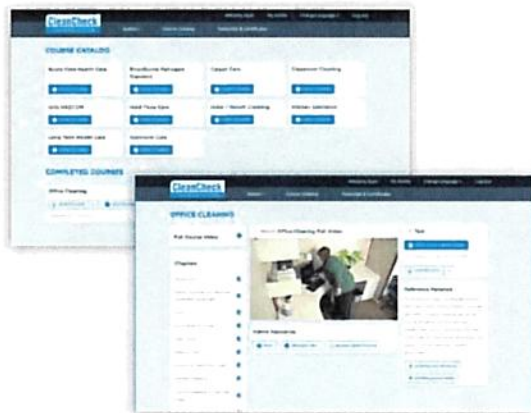


TRAINING MANUAL

The CleanCheck Training Manual includes detailed instructions on proper cleaning and procedures. Pages can be used as a handout during employee training, or a reference for employee training and retraining. As with all CleanCheck components, images and color-coded product categories reinforce the procedures taught in the instructional video modules.

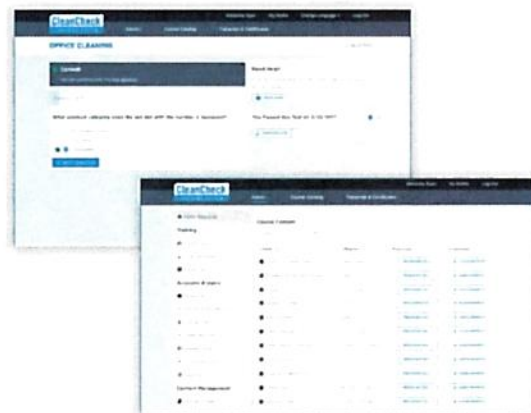
SIMPLE ONLINE ACCESS

COURSES



VIDEO TUTORIALS

WEB-BASED TRAINING



ACCOUNT MANAGEMENT

ON-THE-JOB CARDS

The CleanCheck job cards allow employees to perform each cleaning step with confidence when they're ready to clean by themselves. Housed with dual rings, you can easily separate and customize your card set based on which employees will need which job cards depending on their cleaning tasks. Employees can simply check off each step as it's completed with the provided erasable pen. CleanCheck job cards follow the procedural instructions covered in the video modules and manuals.



COLOR-CODED PRODUCT CATEGORIES

CleanCheck utilizes color-coded product categories to identify which products are right for the job. Displayed as colored/numbered dots throughout the videos, cards, and manuals, CleanCheck includes corresponding stickers that can be applied to the actual product containers so there is a direct association between each chemical and the cleaning category identified in the training and CleanCheck job cards. This provides more assurance that the right product is used for each cleaning challenge.



ONLINE TESTING, TRACKING, AND CERTIFICATION

When training is complete, you can reward employees for a job well done. Online testing is available and provides track-able results for each employee. Test questions focus on the basic concepts, while correct answers facilitate success and professional workmanship. Personalized certificates with employee name and area mastered are available upon completion of each module. These certificates can be printed for compliance documentation and presented to employees.





CLEANCHECK TRAINING SYSTEM ONLINE SUBSCRIPTION

FREE

The complete CleanCheck Training System is available online.

THE BASIC CLEANCHECK TRAINING SYSTEM

929000

The CleanCheck training system includes everything you need to roll out the system. Includes a company-wide subscription to CleanCheck Online, Trainer Manual, DVD set, card sets, and five product sticker sets.

CLEANCHECK TRAINER MANUAL

929500

Over 40 pages covering training tips, procedures, safety, products, support, and dispensing systems.

CLEANCHECK CARD COLLECTIONS

927000

Includes a set of 6 training card collections (Restroom Care, Office, Carpet Care, Hard Floor Care, Safety: GHS Modified HazCom, and Safety: Bloodborne Pathogen Standard) on 1" rings, and an erasable pen connected to a heavy-duty 3" ring.

Restroom Care Cards

927100

Office Cards

927200

Carpet Care Cards

927300

Hard Floor Care Cards

927400

Health Care: Acute Care

920300

Health Care: Long Term Care

927003

Education Cards

925000

Safety: GHS Modified HazCom Cards

934800

Safety: Bloodborne Pathogen Standard Cards

925300

Lodging/Hospitality Cards

927004

Kitchen Services Cards

927005

Fitness Facilities Cards

927006

Food Processing Sanitation Cards

927007

Pandemic Disinfection Cards

927008

Post-Pandemic Cleanup and Disinfection Cards

927009

Employee Personal Workspace Cleaning Cards

927010

Advanced Disinfection Cards

927011

The ABCs of Cleaning Chemistry Cards

927012

Healthcare Laundry

927013

Hospitality Laundry

927014

CLEANCHECK DVD SERIES

928000

Includes a set of 6 CleanCheck instructional DVDs (Restroom Care, Office, Carpet Care, Hard Floor Care, Safety: GHS Modified HazCom, and Safety: Bloodborne Pathogen Standard).

Restroom Care DVD

928100

Office DVD

928200

Carpet Care DVD

928300

Hard Floor Care DVD

928400

Health Care: Acute Care DVD

920100

Health Care: Long Term Care DVD

928001

Education DVD

923800

Safety: GHS Modified HazCom DVD

932900

Safety: Bloodborne Pathogen Standard DVD

931100

Lodging/Hospitality DVD

928002

Kitchen Services DVD

928003

Fitness Facilities DVD

928004

Food Processing Sanitation DVD

928005

Pandemic Disinfection DVD

928006

Post-Pandemic Cleanup and Disinfection DVD

928007

Employee Personal Workspace Cleaning DVD

928008

Advanced Disinfection DVD

928009

The ABCs of Cleaning Chemistry DVD

928010

Healthcare Laundry

928011

Hospitality Laundry

928012

ADDITIONAL OPTIONS

927900

Color-coding sticker sheets (set of 5)



Distributed By:



Spartan Chemical Company, Inc.

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1-800-537-8990

www.spartanchemical.com

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Quality Assurance Program

Commitment to Quality

FCS is committed to delivering high-quality services that meet or exceed our customers' requirements and expectations. We continually strive to enhance the quality and efficiency of our services, ensuring our reputation as a reliable, high-standard custodial services provider is maintained.

Employee Responsibility and Training

Quality service is the responsibility of every FCS employee. To achieve our high standards, we employ only experienced staff. New employees receive on-the-job training from the Custodial Supervisor, ensuring they understand how to perform their tasks and meet contract standards. Regular training sessions ensure all employees are capable of maintaining the required quality levels. Employees who cannot meet performance standards, despite training and support, will not be retained.

CleanTelligent Inspection System

Our Quality Control Plan utilizes the CleanTelligent Inspection System, providing a comprehensive and systematic inspection method to ensure all contractual requirements are met cost-effectively, safely, and environmentally friendly. Employees are expected to deliver quality workmanship and report or correct any deficiencies they observe.



Key Performance Indicators (KPIs) Measurement Using CleanTelligent

The CleanTelligent system will measure KPIs by providing real-time data and analytics on various aspects of custodial operations. This includes:

- ❖ **Inspection Scores:**
 - **Measurement:** The cleanliness and condition of facilities are scored during inspections.
 - **Frequency:** Daily, weekly, and monthly.
 - **Analysis:** Scores are tracked over time to identify trends and areas for improvement.
- ❖ **Task Completion Rates:**
 - **Measurement:** The percentage of routine and periodic tasks completed on time.
 - **Frequency:** Daily and weekly.
 - **Analysis:** Monitoring task completion ensures adherence to schedules and identifies any delays or missed tasks.
- ❖ **Deficiency Reports:**
 - **Measurement:** The number and type of deficiencies reported during inspections.
 - **Frequency:** Daily, weekly, and monthly.
 - **Analysis:** Tracking deficiencies helps identify common issues and areas requiring additional training or resources.
- ❖ **Corrective Actions:**
 - **Measurement:** The number and effectiveness of corrective actions taken in response to deficiencies.
 - **Frequency:** As needed.
 - **Analysis:** Ensures that issues are addressed promptly and effectively, preventing recurrence.
- ❖ **Employee Performance:**
 - **Measurement:** Individual performance metrics based on inspection scores, task



- completion, and adherence to quality standards.
- **Frequency:** Monthly and quarterly.
- **Analysis:** Identifies high and low performers, guiding training and personnel decisions.
- ❖ **Customer Feedback:**
 - **Measurement:** Ratings and comments from customers collected through the CleanTelligent system.
 - **Frequency:** Continuous.
 - **Analysis:** Direct feedback from customers helps gauge satisfaction and identify service improvement opportunities.

Ongoing Inspections and Frequencies

- ❖ **Daily Inspections:** Conducted by the Site Supervisor or Site Manager using electronic inspection software on company devices. These informal inspections ensure facilities remain exceptionally clean and do not require written reports.
- ❖ **Weekly Inspections:** The Site Supervisor or Site Manager inspects at least 33% of each building for routine task completion, covering all areas over three weeks.
- ❖ **Monthly Inspections:** Formal inspections of all areas using the CleanTelligent system, checking 50% of routine tasks, 100% of periodic tasks, and 100% of public spaces. Reports and checklists are submitted to the Director of Operations and Project Manager and provided to the CO/COR as required.

Corporate Inspections

Quarterly inspections are conducted by one of the following senior corporate personnel, including the Chief Operating Officer, Vice President of Business Development, and Vice President of Operations. These inspections cover 100% of public areas and 50% of occupied spaces, with results discussed with the Project and Site Managers. Feedback from facility POCs is incorporated, and negative comments are addressed immediately.

Deficiencies and Corrective Action

Deficiencies are identified and addressed promptly. If due to employee negligence, retraining or counseling is provided. Procedural or equipment-related issues are corrected appropriately. Custom checklists for employees help pinpoint trends and areas needing improvement. Repeat deficiencies result in disciplinary action, up to termination. Corrective actions are documented and re-inspections are conducted based on task frequency.

Real-Time Passenger Feedback

CleanTelligent enables real-time tracking of facility cleanliness and is used for passenger feedback at the airport. Strategically placed QR plaques allow users to report maintenance or cleanliness issues by scanning the code, which directs them to a user-friendly website. Each QR code is geo-coded to a specific location, ensuring precise issue reporting. Once submitted, a Work Order is generated and immediately emailed to a predetermined group of FCS management and, if desired, the customer. Instant email notifications allow FCS to quickly dispatch personnel, address concerns, and inspect the facility in real time to identify and resolve the root cause of the issue.



Inspection Files

Local files of all inspections, including corrective actions, are maintained on-site and at corporate headquarters. Documentation is available to the CO/COR upon request.

Continuous Improvement Meetings

Quarterly Continuous Improvement Meetings cover incentives, training, staffing statistics, project work, and any business issues. These meetings ensure ongoing communication and improvement.

Benchmarking Process

FCS uses a benchmarking process to measure and compare our operations against industry best practices. Our quality process tracks cleaning standards continuously, guided by benchmarks set by BSCAI and IWCA. This data-driven approach focuses on customer requirements, process improvements, and timely execution of necessary changes, ensuring we consistently deliver high-quality services.

O

FCS Sample Employee Schedule													
	NAMES	JOB DESCRIPTION	FT/PT	SHIFT TIMES	SUN	MON	TUE	WED	THUR	FRI	SAT	WKLY HRS	WAGES
MGR	Jason Arboleda	Site Manager	FT	All	OFF	8	8	8	8	8	OFF	40	\$21.00
	NAMES	JOB DESCRIPTION	FT/PT	SHIFT TIMES	SUN	MON	TUE	WED	THUR	FRI	SAT	WKLY HRS	
SUPS	LINDA FLOWERS	Lead Supervisor	FT	6:00 AM - 2:30 PM	8	8	OFF	OFF	8	8	8	40	\$19.00
	BARBARA SUMLER	1ST	FT	6:00 AM - 2:30 PM	8	8	8	8	8	OFF	OFF	40	\$18.00
	PARLINE RICHARDSON	2ND	FT	2:00 PM - 10:30 PM	OFF	OFF	8	8	8	8	8	40	\$18.00
	MARQUITA PURIFOY	2ND	FT	2:00 PM - 10:30 PM	8	8	8	OFF	OFF	8	8	40	\$18.00
	SPENCER PRICE	3RD	FT	10:00 PM - 6:30 AM	8	8	8	8	8	OFF	OFF	40	\$18.00
	FELICIA BRANTLEY	3RD	FT	10:00 PM - 6:30 AM	OFF	OFF	8	8	8	8	8	40	\$18.00
			7		32	32	40	32	40	32	32	280	
1st SHIFT													
	NAMES	JOB DESCRIPTION	FT/PT	SHIFT TIMES	SUN	MON	TUE	WED	THUR	FRI	SAT	WKLY HRS	
1st Shift Employee	DANARIUS BURNETTE	Cleaner	FT	6:00 AM - 2:30 PM	8	8	8	OFF	OFF	8	8	40	\$15.00
	CORDALE MACK	Cleaner	FT	6:00 AM - 2:30 PM	OFF	OFF	8	8	8	8	8	40	\$15.00
	TCHERNAVIA JAMES	Cleaner	FT	6:00 AM - 2:30 PM	8	8	8	8	8	OFF	OFF	40	\$15.00
	ANGELIA COLLINS	Cleaner	FT	6:00 AM - 2:30 PM	8	8	OFF	OFF	8	8	8	40	\$15.00
	KENANDRE SMILEY	Cleaner	FT	6:00 AM - 2:30 PM	OFF	8	8	8	8	8	OFF	40	\$15.00
			5		24	32	32	24	32	32	24	200	
2nd SHIFT													
	NAMES	JOB DESCRIPTION	FT/PT	SHIFT TIMES	SUN	MON	TUE	WED	THUR	FRI	SAT	WKLY HRS	
2nd SHIFT EMPLOYEES	TANYA TRUNA DORCH	Cleaner	FT	2:00 PM - 10:30 PM	OFF	OFF	8	8	8	8	8	40	\$15.00
	JACOBY MILLER	Cleaner	FT	2:00 PM - 10:30 PM	OFF	OFF	8	8	8	8	8	40	\$15.00
	KATRINA WALKER	Cleaner	FT	2:00 PM - 10:30 PM	8	8	OFF	OFF	8	8	8	40	\$15.00
	WILLIAM CONWAY	Cleaner	FT	2:00 PM - 10:30 PM	8	8	8	8	8	OFF	OFF	40	\$15.00
	BRENDA J WELLS	Cleaner	FT	2:00 PM - 10:30 PM	8	8	8	8	OFF	OFF	8	40	\$15.00
	TIMOTHY VINSON	Cleaner	FT	2:00 PM - 10:30 PM	8	8	OFF	OFF	8	8	8	40	\$15.00
	JAKARI RAKINS	Cleaner	FT	2:00 PM - 10:30 PM	8	8	8	OFF	OFF	8	8	40	\$15.00
			7		40	40	40	32	40	40	48	280	
3rd SHIFT													
	NAMES	JOB DESCRIPTION	FT/PT	SHIFT TIMES	SUN	MON	TUE	WED	THUR	FRI	SAT	WKLY HRS	
3rd SHIFT EMPLOYEES	TIYANA JACKSON	Cleaner	FT	10:00 PM - 6:30 AM	8	8	OFF	OFF	8	8	8	40	\$15.50
	ADRIEL ROBINSON	cleaner	FT	10:00 PM - 6:30 AM	8	8	8	OFF	OFF	8	8	40	\$15.50
	ZANE COLLINS	Cleaner	FT	10:00 PM - 6:30 AM	8	8	8	8	8	OFF	OFF	40	\$15.00
	TAMMIE BERRY	Cleaner	FT	10:00 PM - 6:30 AM	8	8	8	8	OFF	OFF	8	40	\$15.50
	CORNELIUS SAVAGE	Cleaner	FT	10:00 PM - 6:30 AM	OFF	OFF	8	8	8	8	8	40	\$16.50
	KIYANNA PITTS	Cleaner	FT	10:00 PM - 6:30 AM	8	OFF	OFF	8	8	8	8	40	\$15.50
	TREQUAN BUTLER	Pressure Washer	FT	10:00 PM - 6:30 AM	8	8	8	8	OFF	OFF	8	40	\$16.00
	MARVIN BURNETT	Floor Tech	FT	10:00 PM - 6:30 AM	OFF	OFF	8	8	8	8	8	40	\$16.50
	WALTER WILLIAMS	Floor Tech	FT	10:00 PM - 6:30 AM	8	8	OFF	OFF	8	8	8	40	\$16.50
			9		56	48	48	48	48	48	64	360	
TOTAL EEs:			28		152	152	160	136	160	152	168	1,120	

P

Equipment List



Tennant: 20" High-Speed Burnisher



Tennant: 20" Low-Speed



Tennant: EC2



Tennant: V-WD24



Tennant: V-BP-6



Tennant: V-SMU-14



Rubbermaid: Tilt Truck (1400lbs)



Tennant: Air Mover



Rubbermaid: Bucket/Wringer Combo



Rubbermaid: Janitor Cart



Rubbermaid: 44 Gal Brute/Dolly



Wet Floor Signs



ChemTex - Truck Mount Extraction Trailer



Karcher: iCapsol



Karcher: iScrub 26



Pressure-Pro: 4200PSI Pressure Washer

Chemicals

THE TRUSHOT 2.0® MOBILE DISPENSING SYSTEM KEEPS CREWS MOVING WITH OUR PATENTED SPRAY-AND-WIPE CLEANING SYSTEM THAT PROVIDES OPTIMIZED DILUTION DELIVERY. ITS FULLY INTUITIVE DESIGN WILL HAVE CLEANING CREWS USING IT IN MINUTES.

TruShot 2.0® MOBILE DISPENSING SYSTEM INCREASES PRODUCTIVITY

- 10 oz. water reservoir fills at any water source reducing re-supply trips to the service closet
- Reduce cart prep and cleanup with portable, no-spill cartridges

TRAIN CLEANING CREWS IN MINUTES

- Fully intuitive system
- Ensure OSHA compliance with pre-labeled cartridges

SIMPLIFIED DILUTION DISPENSING

- Deliver effective chemistries at optimized dilutions
- Metering technology built into the cartridge
- Delivers from 13-43 in-use quart equivalents depending on the cartridge.
- 1 trigger is all you need



TRU SHOT^{2.0}

INSTRUCTIONS



CLICK
Durable Snap-in technology



FILL
Refill at any water source



CLEAN
Portable lightweight comfort



TRUSHOT & TRUFILL Chemical List

- Heavy Duty Neutral Floor Cleaner
- Glass & Multi-Surface Cleaner
- Restroom Cleaner
- Power Cleaner & Degreaser
- Multi-Surface Restroom Cleaner & Disinfectant

Safety Data Sheets

Chemical Safety Data Sheets will be delivered to all closets containing cleaning chemicals to be used under this contract. All chemicals will have corresponding wall training charts outlining the proper usage of each chemical.

Deliveries

Wherever practical, all supplies will be drop shipped to a central location for any given lot. Once delivered, the building supervisors will ensure the products are dispersed to the individual janitorial closets. Team leads will be responsible for the nightly monitoring and reporting of building supply levels to ensure adequate supplies necessary to perform under this contract are maintained at all times.

Equipment Maintenance Program

The equipment maintenance plan for janitorial equipment is essential to ensure smooth operations and prolong the lifespan of the machinery. Here's a comprehensive maintenance plan for FCS Facility Services:

Establish a Maintenance Schedule:

- ❖ Develop a regular maintenance schedule outlining tasks for each piece of equipment.
- ❖ The frequency of maintenance will depend on the type and usage of equipment but generally, a monthly, quarterly, and annual schedule is recommended.

Training:

- ❖ Train janitorial staff on proper equipment operation and maintenance procedures.
- ❖ Provide instruction manuals and conduct hands-on training sessions.

Daily Maintenance:

- ❖ Inspect equipment before and after each use for any visible damage or irregularities.
- ❖ Clean equipment surfaces, filters, and brushes to prevent debris buildup.
- ❖ Empty and clean out waste containers regularly.

Weekly Maintenance:

- ❖ Check for loose or damaged parts and tighten or repair as necessary.
- ❖ Lubricate moving parts to reduce friction and prevent wear.
- ❖ Inspect power cords for any signs of wear or damage and replace if needed.

Monthly Maintenance:

- ❖ Conduct a thorough inspection of all equipment components, including motors, belts, hoses, and brushes.
- ❖ Test equipment functionality and address any performance issues promptly.
- ❖ Clean or replace air filters to maintain optimal performance.

Quarterly Maintenance:

- ❖ Perform deep cleaning of equipment, including disassembly if necessary.
- ❖ Inspect and clean all internal components for dirt, debris, or corrosion.
- ❖ Test and calibrate equipment settings to ensure proper operation.

Annual Maintenance:

- ❖ Schedule professional servicing for complex equipment such as scrubbers and carpet extraction machines.
- ❖ Replace worn-out parts such as brushes, belts, or batteries.
- ❖ Conduct performance tests to evaluate overall functionality and efficiency.

Documentation:

- ❖ Maintain detailed records of all maintenance activities, including dates, tasks performed, and any repairs or replacements made.
- ❖ Keep a log of equipment usage and performance indicators to track trends and identify potential issues early.

Emergency Procedures:

- ❖ Develop protocols for handling equipment breakdowns or malfunctions.
- ❖ Ensure staff knows how to safely shut down equipment in case of emergencies.
- ❖ Maintain a list of emergency contacts for equipment repair services.

Continuous Improvement:

- ❖ Encourage feedback from janitorial staff regarding equipment performance and maintenance procedures.
- ❖ Regularly review and update the maintenance plan based on feedback and changing operational needs.

By implementing this maintenance plan, FCS Facility Services can minimize downtime, reduce repair costs, and ensure that janitorial equipment operates at peak efficiency, ultimately improving the overall cleanliness and safety of the facilities they serve.

Q

Autonomous Equipment

Integrating autonomous cleaning equipment at PNS offers a range of benefits that enhance efficiency, reduce labor dependency, and ensure a consistently clean airport environment. The Scrubber 50, an AI-powered floor scrubbing robot, and the Phantas, a versatile autonomous vacuum, bring advanced technology into daily operations, making cleaning seamless and highly effective.

The Scrubber 50 operates with deep-learning algorithms and a sophisticated sensor fusion system that includes 2D LiDAR, 3D, and RGB cameras. This technology allows it to perceive environmental changes in real time, update its map, and reroute itself without human intervention. With the option of a workstation, it can autonomously charge and refill water, reducing the need for manual maintenance. Additionally, remote access through the Gausium mobile app ensures that cleaning tasks can be monitored and controlled from anywhere, providing convenience and efficiency.

Phantas, designed for both vacuuming and scrubbing, offers an innovative ergonomic handle that enables seamless transition between autonomous and manual modes. This ensures flexibility in various cleaning scenarios, especially in high-traffic areas. Its intelligent mapping system allows for easy setup without professional assistance, while real-time localization and 3D environmental perception enable it to navigate dynamically changing environments. The addition of multiple path-planning modes, including zigzag and square spiral motions, ensures thorough and customized cleaning coverage.

These autonomous solutions can be deployed throughout the airport, making a significant impact on cleanliness and operational efficiency. Phantas is ideal for gate areas, where its vacuuming capabilities keep passenger seating spaces free of debris. The Scrubber 50 is well-suited for concourses and terminal hallways, ensuring floors remain polished despite constant foot traffic. Baggage claim areas also benefit from autonomous cleaning, as these spaces experience continuous movement and require frequent maintenance. Additionally, both machines can be utilized in restrooms and lounges, where their compact designs and flexible navigation provide effective cleaning in tighter spaces.

FCS would like to explore the potential addition of an autonomous cleaning machine at PNS to enhance efficiency and maintain high cleanliness standards. While these machines offer significant benefits, including increased productivity and real-time adaptability, we recommend conducting a demo to assess their effectiveness in the airport environment. Additionally, we propose a meeting to discuss the overall cost of the equipment, as this was a key factor in our decision not to include one in our initial bid. Understanding the financial impact will help determine the feasibility of incorporating this technology into our operations.

S50



Phantas



TAB 4

R

RFP No. 25-023

**JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES
AT PENSACOLA INTERNATIONAL AIRPORT**

Signature Sheet

The undersigned, as bidder, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the bid specifications.**

Legal Name of Firm: Florida Cleaning Systems, Inc. dba FCS Facility Services

Signature: 

Name (type/print): Pat Lamb

Title: VP of Business Development

Address: 131 S Country Club Rd

City: Lake Mary State: FL Zip: 32746

Telephone: 407.221.6160 Fax No.: _____ Date: 2/12/2025

Email Address: Pat@fcsfacilityservices.com

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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

Vendor Name: Florida Cleaning Systems, Inc.dba FCS Facility Services
Vendor FEIN: 320045361 Phone Number: 407.221.6160
Vendor's Authorized Representative Name and Title: Pat Lamb, VP of Business Development
Address: 131 S Country Club Rd
City: Lake Mary State: FL ZIP: 32746
Email Address: Pat@fcsfacilityservices.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

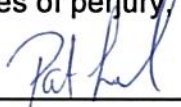
(2)(a) "Coercion" means:

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: Pat Lamb, VP of Business Development

Date: 2/12/2025

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

1. 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 the 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 non-responsible.
- D. Nothing contained in the foregoing shall be construed to require the 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 an 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: Florida Cleaning Systems, Inc.
dba FCS Facility Services

Date: 2/12/2025

Authorized
Signature: Pat Lamb

Printed Name: Pat Lamb, VP of Business Development

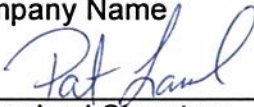
THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debar 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.

Florida Cleaning Systems, Inc.
dba FCS Facility Services

Company Name


Authorized Signature

Pat Lamb, VP of Business Development
Printed Name

2/12/2025
Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

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		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise 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.

Respondent's Name:	Respondent's Principal Place of Business
N/A	

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a 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 in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business N/A

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.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

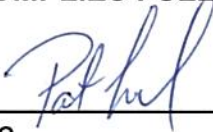
THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal 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 proposals 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

Pat Lamb, VP of Business Development

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Bidder's List Collection Form

The Pensacola International Airport (PNS) is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs and will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific project. Please provide the following mandatory data:

Part A: Business Data

Business Name: Florida Cleaning Systems, Inc. dba FCS Facility Services

Business Address: 131 S Country Club Rd Lake Mary FL 32746
Street City State/Zip

Name of Contact Person: Pat Lamb, VP of Business Development

Phone: (407) 221.6160 Fax: (407) 268.4037

Email Address: Pat@fcsfacilityservices.com

Is this business certified as a Disadvantaged Business Enterprise? Yes ☐ No ☒

Business Annual Gross Receipts (circle one):

Less than \$500,000 \$500,000 to \$1,000,000 \$1,000,000 to \$3,000,000
\$3,000,000 to \$6,000,000 ☒ Over \$6,000,000

Age of Business: 24 Years Months

Race and gender information for the firm's majority owner (circle one):

Black American Native American Subcontinent Asian American
☒ Hispanic American Asian Pacific American Other

Part B: Project and Work Description

RFP # 25-023

Project Name: Janitorial and Specialized Floor Care Services Pensacola International Airport

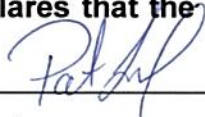
NAICS code(s) applicable to each scope of work: 561720

Provide brief description of scope of work, services, and/or materials to be performed/furnished:
24/7 janitorial and floor care services.

Will you subcontract any of your work? Yes* ☐ No ☒
(* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)

Part C: Signature

The undersigned declares that the information set forth on this page is current, complete, and accurate.

Authorized Signature:  Date: 2/12/2025

Printed Name: Pat Lamb Title: VP of Business Development

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

S

Addendum Date: January 30, 2024

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

**JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES
AT PENSACOLA INTERNATIONAL AIRPORT**

RFP No. 25-023

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

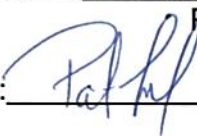
**A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL
AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.**

Company: Florida Cleaning Systems, Inc.
dba FCS Facility Services

Date: 1/30/2025

Authorized
Representative: Pat Lamb

Title: VP of Business Development

Signature:  Printed Name

1. The pre-proposal conference scheduled for 10:00 A.M., 02/03/25, is **optional**. A site tour will follow.
2. The Special Conditions omitted from the RFP are attached to this addendum.
3. The Proposal Page, Cost Breakdown, and Bidder's List Collection Form omitted from the RFP are attached to this addendum.

CORRECTION

Page 16:

Airport Development

It is anticipated that the airport will expand the terminal facility during the term of this agreement, specifically with the expansion of the passenger screening checkpoint and the addition of a second concourse with five passenger gates. Contractor shall be given the opportunity to serve the new, expanded passenger area(s) under the same terms and conditions as the then current agreement. Should Contractor choose to accept the new, expanded passenger area(s), Contractor shall be given the opportunity to renegotiate the budget to **allow** for increased staff and/or equipment that may be required to serve the new facility. Should Contractor choose to decline service to the new, expanded area(s), Airport reserves the right to exclude such new, expanded areas from the then current agreement and enter into a separate agreement to service the new, expanded area(s).

Addendum Date: February 6, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

**JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES
AT PENSACOLA INTERNATIONAL AIRPORT**

RFP No. 25-023

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: Florida Cleaning Systems, Inc.
dba FCS Facility Services Date: 2/6/2025

Authorized Representative: Pat Lamb Title: VP of Business Development

Signature:  Printed Name

1. The pre-proposal conference recording is available on the City website in two (2) files at this link.
2. The pre-proposal conference presentation is attached.
3. The pre-proposal conference in-person and Teams attendance sheets are attached.
4. No further questions will be accepted.

CORRECTION

Addendum No. 1: A site tour did not take place after the pre-proposal conference.

QUESTIONS AND ANSWERS

1. Total Cleanable Square Footage: What is the total square footage of the areas covered under this contract for janitorial services?
 - A. See pre-proposal presentation.

T

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



FIFTH THIRD BANK™

CASHIER'S CHECK

February 13, 2025

73-119
421

39904484

Pay to the

Order of: CITY OF PENSACOLA***

\$*****2,000.00

Amount: TWO THOUSAND 00/100 US DOLLARS

Drawn on: Fifth Third Bank
National Association

Transaction Number: 733347715
Cost Center: 44311

Memo: RFP25023 FLORIDA CLEANING SYSTEMS, INC.
Purchased by:

Fifth Third Bank

The purchase of a Surety Bond may be required before any Cashier's Check on this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.

Authorized Signature

⑈39904484⑈ ⑆042101190⑆ 7380385059⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.

TAB 5

U

BID NO. 25-023
PROPOSAL
(page 1)

**JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES
FOR PENSACOLA INTERNATIONAL AIRPORT**

Total Cost for first 12 Months

Janitorial & Floor Cleaning Services:
(Must match Cost Breakdown)

\$ 1,537,517.59

Hourly Labor Rate for Additional Services
as per Specifications:

\$ 21.50

- A: Attach evidence of at least ten (10) years' experience in large scale commercial janitorial maintenance services.
- B: Name, location, point-of-contact, and telephone number of other entities for which bidder has performed similar services within the past three (3) years:
Included in the reference list.

- C: Have you ever had any contracts revoked, terminated early or been awarded any contracts that were subsequently not executed?

Yes: _____ No: ✓

If Yes, attach explanation.

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, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City.

Enclosed herewith is a bid bond, or a certified or cashier's check made payable to the City of Pensacola in the amount of two thousand dollars (\$2,000.00) as stated in the General Conditions.

Any exception to specifications or qualifications of bid must be noted and fully explained.

Company Name: Florida Cleaning Systems, Inc. dba FCS Facility Services

Signature: Pat Lamb

Date: 2/12/2025

Printed Name: PAT LAMB

Title: VP of Business Dev.

Address: 131 S Country Club Rd

City: Lake Mary

State: FL Zip: 32746

Telephone: 407.221.6160

Fax: 407.268.4037

E-mail: Pat@fcsfacilityservices.com

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BID NO. #25-023**PROPOSAL**

(page 2)

**JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES
FOR PENSACOLA INTERNATIONAL AIRPORT****Cost Breakdown**

Break down total cost into the following items:

Reimbursable Expenses:

chemicals and consumables (attach list)		\$ <u>207,000.00</u>
non-capital equipment ¹ (attach list)		\$ <u>11,068.38</u>
payroll ² (attach list)		\$ <u>1,160,254.57</u>
other costs (attach list)		\$ <u>38,528.16</u>
Overhead/profit ³ (if applicable) <u>5.2%</u>	_____ fixed or <u>%</u>	<u>60,333.24</u>
Management fee ³ (if applicable) <u>5.2%</u>	\$ _____ fixed or <u>%</u>	<u>60,333.24</u>
Total for the first year of the contract term		\$ <u>1,537,517.59</u>

- ¹ Non-capital equipment is equipment with a cost of less than \$500.00. Examples include mops, brooms, dusters, carts.
- ² The proposed budget shall include a proposed labor analysis comprised of A) a proposed shift schedule including job title and salary range for each employee and B) a proposed staffing schedule to include total full time and part time man-hour requirements and salary schedule for each position
- ³ Fees paid on cost of labor only. Fees not applicable to supplies or equipment.

ADDITIONAL SERVICES

24 Hour Emergency Service:	\$ <u>32.50</u> per man hour
Replacement Carpet Tile Installation:	\$ <u>28.50</u> per man hour
Carpet Tile Rotation:	\$ <u>25.50</u> per man hour
Emergency Extraction:	\$ <u>22.50</u> per man hour
Labor:	\$ <u>21.50</u> per man hour
Equipment (i.e. Dryers, De-humidifiers, etc.):	\$ <u>22.50</u> per man hour
Upholstered Furniture Cleaning:	\$ <u>21.50</u> per man hour
Disinfectant:	\$ <u>.10</u> per sq. ft.

THIS FORM MUST BE INCLUDED IN SUBMITTAL.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-854

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT CONSENT AND ESTOPPEL FOR PENSACOLA AVIATION CENTER, LLC

RECOMMENDATION:

That City Council approve an Agreement of Ground Lessor between the City of Pensacola, Pensacola Aviation Center, LLC and ServisFirst Bank consenting to the collateral assignment of the Lease with Pensacola Aviation Center, LLC to ServisFirst Bank. 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 does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On August 25, 1997, City Council approved a 30-year lease between the City of Pensacola ("City") and Pensacola Aviation Center, LLC ("PAC") for the purpose of operating a full-service Fixed Base Operation at Pensacola International Airport ("Lease Agreement"). As a Fixed Base Operator, PAC is required to provide fueling, aircraft maintenance, pilot and passenger waiting areas, aircraft parking and storage, and a variety of other services to the operators of the privately and corporate-owned aircraft using the facility.

Under the Lease Agreement, PAC agrees, at its own expense, to maintain and keep in good condition and repair, all portions of the Leased Premises. The leasehold property includes a 463,478 square-foot ramp which is in need of rehabilitation. In order to fund these improvements, PAC desires to obtain a loan from ServisFirst Bank (the "Bank") which will be secured by a lien on their interest in the Lease Agreement. The lien will be placed on the Lease Agreement itself and not the underlying property. Under Article XLIII of the Lease Agreement, PAC is required to obtain consent from the City prior to such liens. The attached Agreement of Ground Lessor provides such consent as well as acknowledges that (and noting

any exceptions) the lease is in full force and identifies any defaults that exist under Article XXII of the lease.

This action does not otherwise impact PAC's ability to provide the required services, does not modify any terms or conditions of their Lease Agreement, and is otherwise allowable under the terms of their Lease. Should PAC default on the loan, the Bank would take over the lease from PAC and all terms and conditions of the Lease Agreement would remain in effect.

PRIOR ACTION:

August 25, 1997 - City Council approved a 30-year land lease between the City of Pensacola and Pensacola Aviation Center, Inc. for Fixed Base Operations.

March 26, 1998 - City Council approved Amendment No. 1 to the Lease, leasing additional space to Pensacola Aviation to accommodate the final design of the facility.

January 14, 1999 - City Council approved Amendment No. 2 to the Lease, leasing additional space to Pensacola Aviation for employee parking.

November 18, 1999 - City Council approved Amendment No. 3 to the Lease, leasing additional space to Pensacola Aviation for the construction of t-hangers.

January 7, 2002 - City Council approved Amendment No. 4 to the Lease, leasing additional space to Pensacola Aviation for the construction of classroom facilities.

November 20, 2003 - City Council approved Amendment No. 5 to the Lease, leasing additional space to Pensacola Aviation to accommodate the space needed for air courier operations.

October 26, 2006 - City Council approved Amendment No. 6 to the Lease, leasing additional space to Pensacola Aviation for the construction of additional hangers and extending the lease four additional years.

June 28, 2007 - City Council approved Amendment No. 7 to the Lease, leasing additional space to Pensacola Aviation for the construction of t-hangers.

May 26, 2011 - City Council approved Amendment No. 8 to the Lease, assigning the Lease Agreement to Pensacola Aviation Center, LLC from Pensacola Aviation and reducing aircraft liability coverage requirements.

January 10, 2013 - City Council approved Amendment No. 9 to the Lease, leasing additional space to Pensacola Aviation Center, LLC in the Airport Terminal Building for tenant offices.

January 10, 2013 - City Council approved the assignment of Aerose, LLC's (also known as Innisfree Jet Center) Lease and Operating Agreement to Pensacola Aviation Center, LLC.

December 8, 2016 - City Council approved a written consent and estoppel letter providing City consent for the refinancing of Pensacola Aviation Center, LLC's loan with Bank of Pensacola

with a new loan from ServisFirst Bank, secured by leasehold mortgage and correction of an error in the Lease's legal description due to scrivener's error.

October 24, 2019 - City Council approved Amendment No. 10 to the Lease, extending the term of the lease should additional t-hangers and clear span hanger be constructed.

June 11, 2020 - City Council approved Amendment No. 11 to the Lease, modifying Amendment No. 10 to remove the construction of the clear span hanger and add requirements to improve the existing clear span hanger and fuel farm provided all construction and improvements, as contemplated in Amendment No. 10 and modified under Amendment No. 11, are completed within 18-months.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Agreement of Ground Lessor

PRESENTATION: No

PREPARED BY:
Matthew C. Hoffman, Esq. of
Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, L.L.C.
151 W. Main Street, Suite 200
Pensacola, FL 32502
850-266-2300
File No. 4505.49973

AGREEMENT OF GROUND LESSOR

THIS AGREEMENT OF GROUND LESSOR (“Agreement”) is executed as of the _____ day of July 2025 by **PENSACOLA AVIATION CENTER, L.L.C., a Florida limited liability company** (“Lessee”), whose address is 4145 Jerry L. Maygarden Road, Pensacola, Florida 32504, for the benefit of **SERVISFIRST BANK, an Alabama lending institution** (“Lender”), whose address is 219 E. Garden Street, Suite 100, Pensacola, FL 32502, and for the benefit of **CITY OF PENSACOLA, a municipal corporation of the State of Florida** (“Lessor”), whose address for purposes hereof is Airport Director, Pensacola Regional Airport, 2430 Airport Boulevard, Suite 225, Pensacola, Florida 32504.

WHEREAS, Lessor and Pensacola Aviation Center, Inc., a Florida corporation (“PAC”), entered into a Lease and Operating Agreement for the operation of a fixed base operation from the Pensacola Regional Airport dated December 1, 1997 (hereinafter referred to, together with the amendments thereto as hereinafter set forth, as the “PAC Lease”) whereby the City granted PAC the right to conduct commercial aeronautical services/activities described as Full Service Base Operator at the Pensacola Regional Airport; and

WHEREAS, PAC assigned all its right, title and interest in the PAC Lease to Pensacola Aviation, a general partnership (“PA”); and

WHEREAS, PA and Lessor subsequently entered into amendments of the PAC Lease on May 29, 1998, February 25, 1999, December 16, 1999, and March 26, 2002; and

WHEREAS, PA subsequently converted to Pensacola Aviation Center, L.L.C., a limited liability company (“Lessee”); and

WHEREAS, Lessor and Lessee entered into further amendments of the PAC lease on December 30, 2003, February 9, 2007, August 24, 2007, July 1, 2011, January 24, 2013, November 13, 2019, and September 24, 2020; and

WHEREAS, Lessor and Aerose LLC, a limited liability company, entered into a Lease dated July 29, 2004, as amended by Amendment No. 1 dated May 8, 2008, Amendment No. 2 dated November 29, 2012, Amendment No. 3 dated July 16, 2015, Amendment No. 4 dated November 10, 2020, Amendment No. 5 dated January 6, 2021, and Amendment No. 6 dated October 15, 2021 (collectively the “Aerose Lease”), whereby Lessor leased certain real property at the Pensacola International Airport, formerly known as the Pensacola Regional Airport, to Aerose LLC; and

WHEREAS, Aerose LLC assigned all its right, title and interest in the Aerose Lease to Lessee, and Lessee assumed the obligations arising under such lease, by that certain Assignment and Assumption of Lease With Consents dated August 2, 2016; and

WHEREAS, all of the aforementioned leases and amendments shall be collectively referred to herein as the "Lease;"

WHEREAS, Lessee desires to obtain a loan or loans from Lender to be secured by a lien or encumbrance on Lessee's interest in the Lease, and Lessee has requested approval from Lessor for such lien to be placed on the Lessee's interest in the Lease pursuant to Article XLIII of the Lease;

WHEREAS, Lessor has approved a lien on Lessee's interest in the Lease in favor of Lender, subject to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the premises, and for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby represent, covenant and agree as follows:

1. Lessor consents to the execution and delivery by Lessee to Lender of the following: (1) Mortgage and Security Agreement, and (2) Assignment of Leases and Rents , and (3) Cross-Collateralization and Cross-Default Agreement (being individually, collectively, and interchangeably referred to as the "Mortgage") covering Lessee's leasehold interest in and to the property leased under the Lease, as security for certain loan(s) from Lender to Lessee, and the recording of the same in the applicable real property records in conjunction with the recording of this Agreement. Lessor also consents to the execution and delivery by Lessee, and the filing and/or recording in the appropriate public records, of such additional loan documents and instruments as Lender may deem necessary or desirable to establish, perfect and maintain a lien upon and against Lessee's said leasehold interests, including, but not limited to, Uniform Commercial Code financing statements and such other loan documents, instruments and agreements as Lender may hereafter deem necessary or desirable in connection with the creation, grant, maintenance and enforcement of said lien, including, but not limited to, any such documents, and instruments executed in connection with any renewal, extension and/or modification of such lien. Notwithstanding the foregoing, nothing in this paragraph 1 shall be construed to relieve Lessee's performance of its obligations under the Lease.

2. Lessor represents that no default under the terms of the Lease by either party thereto has occurred and is continuing at this time, nor does there exist any condition or event which with notice, the passage of time, or both, would constitute a default by either party thereunder, except that a default exists under the PAC Lease by reason of Lessee's failure to maintain the ramp in good condition and repair, but the City agrees that such potential default will be deemed cured at such time as the ramp has been repaired and/or replaced to the City's satisfaction. Further, Lessee failed to construct the additional hangar facilities (including T-hangars, office addition, and equipment improvements) in accordance with Amendments Nos. 10 and 11 (dated, respectively, November 13, 2019, and September 24, 2020) to the PAC Lease and, consequently, the termination date of the PAC Lease reverted to September 30, 2032, which is the current termination date of the PAC Lease.

Further, Lessee failed to construct the additional hangar facilities in accordance with Amendment No. 6 to the Aerose Lease and, consequently, the termination date of the Aerose Lease reverted to June 30, 2034, which is the current termination date of the Aerose Lease.

3. In the event of any default or event of default by Lessee under the Lease, Lessor shall give written notice thereof to Lender at the address indicated below (or such other address as Lender may indicate by notice hereafter to Lessor in writing) and Lender shall have the right, but not the obligation, to cure such default or failure within thirty (30) days following Lender's receipt of such notice; and Lessor shall not take any action with respect to such failure under the Lease, including without limitation, any action intended to terminate, rescind or avoid the Lease or Lessee's tenancy or possession thereunder, for such period of thirty (30) days after Lender's receipt of such written notice; provided, however, that in the case of any non-monetary default which cannot with diligence be cured within said 30-day period, if Lender shall proceed promptly to initiate measures to cure such failure and thereafter prosecute the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity. Without limiting the foregoing, Lessor agrees that no default and no termination of the Lease in connection therewith shall be effective unless notice shall first have been given to Lender in accordance with the terms of this Agreement. Lessor further agrees that where any default under the Lease is not capable of or subject to cure, or in the event of the bankruptcy or insolvency of Lessee, Lender shall have the option, upon written notice to Lessor, to enter into a new ground lease (the "New Lease") with Lessor on the same terms as the Lease for the then remaining term of the Lease following the termination of the Lease by Lessor or the rejection of the Lease by a bankruptcy trustee or Lessee under applicable laws, provided that Lender first cures all monetary defaults under the Lease and all non-monetary defaults under the Lease that are capable of and subject to cure in accordance with the foregoing provisions of this paragraph.

In the event that Lessor exercises its right to terminate the Lease pursuant to Article XXII(A)(2) and/or (B), Lessor shall give written notice thereof to Lender at the address given above, or such other address as may be amended from time to time, and any and all payments, proceeds, reimbursements, or any other monies or consideration due to Lessee pursuant to the Lease (including written limitation Article XXV) shall be paid to Lender (and not to Lessee) in accordance with the terms and conditions of the Mortgage.

4. Lessor hereby acknowledges that Lender's documents require Lender's consent for any modification, cancellation, or surrender of the Lease. Therefore, Lessor agrees that no modification, cancellation or surrender of the Lease shall be made without the written consent of Lender.

5. All notices, requests, consents, demands and other communications relating to this Agreement of Ground Lessor shall be in writing and shall be deemed sufficiently given if (a) sent by certified or registered mail with postage prepaid, return receipt requested, properly addressed to the applicable party at the address set forth below; (b) delivered in person to the address set forth below for the party to whom the notice is given; (c) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation, Emery, or Airborne, addressed to such party at the address specified below; or (d) sent by

facsimile, telegram or telex provided that receipt of such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the provisions set forth above. Notices shall be effective on the date of delivery or receipt, or if delivery is not accepted, on the earlier of the date that delivery is refused or five (5) days after notices are sent as set forth below (unless changed by similar notice in writing given by the particular person whose address is to be changed). From time to time, any party may designate another address for all purposes by giving the other parties notice of such change of address.

Notices to Lender shall be given to it at: ServisFirst Bank
219 E. Garden Street, Ste.100
Pensacola, Florida 32502
Att'n: Doug Rehm, President NWFL

With copies to: Carver Darden
151 W. Main Street, Suite 200
Pensacola, FL 32502
Att'n: Matthew C. Hoffman

Notices to Lessee shall be given to it at: Pensacola Aviation Center, L.L.C.
4145 Jerry L. Maygarden Road
Pensacola, Florida 32504

Notices to Lessor shall be given to it at: Airport Director
Pensacola Regional Airport
2430 Airport Boulevard, Suite 225
Pensacola, Florida 32504

6. Lessee, Lessor and Lender each represent and warrant that this Agreement is duly executed as of the date hereof by such party, and that respectively, each party has full right, power, and authority to execute this Agreement.

7. This Agreement shall be governed by the laws of the State of Florida, and the parties stipulate venue for any actions arising out of this Agreement shall be in Escambia County, Florida.

[Signature page follows].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

Witnesses as to Lessor:

LESSOR:

Print Name: _____

CITY OF PENSACOLA, a municipal
corporation of the State of Florida

Witness Address:

Print Name: _____

By _____
D. C. Reeves, Mayor

Witness Address:

Approved as to content:

Matthew F. Coughlin

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to form:

Adam C. Cobb, City Attorney

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me by means of () physical presence or () online notarization this _____ day of July, 2025 by D. C. Reeves as Mayor of the City of Pensacola, a municipal corporation of the State of Florida, on behalf of said municipal corporation. He/she () is personally known to me or () produced _____ as identification.

NOTARY PUBLIC – STATE OF FLORIDA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

Witnesses as to Lessee:

LESSEE:

Print Name: _____

PENSACOLA AVIATION CENTER,
L.L.C., a Florida limited liability company

Witness Address:

Print Name: _____

By _____
William T. Hudgens, Manager

Witness Address:

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of () physical presence or () online notarization this _____ day of July 2025 by William T. Hudgens, Manager of Pensacola Aviation Center, L.L.C., a Florida limited liability company, on behalf of said company. He/she () is personally known to me or () produced _____ as identification.

NOTARY PUBLIC – STATE OF FLORIDA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

Witnesses as to Lender:

LENDER:

Print Name: _____

SERVISFIRST BANK, an Alabama
lending institution

Witness Address:

Print Name: _____

By _____
Doug Rehm, President – Northwest Florida

Witness Address:

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this _____ day of December, 2016 by Doug Rehm, President – Northwest Florida of ServisFirst Bank, an Alabama lending institution, on behalf of said institution. He/she () is personally known to me or () produced _____ as identification.

NOTARY PUBLIC – STATE OF FLORIDA



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-722

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF CONTRACT TO WINTERFEST OF PENSACOLA, INC DBA FIVE FLAGS TROLLEY COMPANY FOR RFP NO. 25-028 - TROLLEY TRANSIT SERVICES

RECOMMENDATION:

That City Council approve the ranking of the selection committee and award a three-year Trolley Transit Services contract to Winterfest of Pensacola, Inc. dba. Five Flags Trolley Co. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer the contract, consistent with the terms of 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 the City of Pensacola Strategic Plan Goal #3: More Walkable Mixed-Use Districts and #5: Safe Streets For All Mobilities.

A selection committee was formed to review the written RFP responses, rank the firms, and provide a recommendation for the award of the contract to the top-ranked firm. The committee was composed of Amy Miller, Lissa Dees, and Victoria D'Angelo.

There were two companies that submitted proposals: Winterfest of Pensacola Inc. dba Five Flags Trolley Company and LAZ Transportation Services. The committee met and ranked Winterfest of Pensacola, Inc. dba Five Flags Trolley Company the top-ranked firm.

Requesting that City Council approve the ranking of the selection committee and award a three-year Trolley Transit Services contract to Winterfest of Pensacola, Inc. dba. Five Flags Trolley Co. for providing fixed-route trolley services as a result of RFP NO. 25-028.

Winterfest of Pensacola, Inc. dba. Five Flags Trolley Co. has been operating on a month-to-month trial basis, pending the results of the RFP since November 28, 2024.

PRIOR ACTION:

N/A

FUNDING:

Budget:	\$349,076	Parking Management Fund
Actual:	\$349,076	Trolley Services - Three Year Period

FINANCIAL IMPACT:

Funding for trolley services will be provided through parking revenues. Month-to-month trolley services began on a trial basis on November 28, 2024. A purchase order for trolley services was created in the amount of \$156,180.00 for fiscal year 2025. \$48,498 has been paid against the PO with a remaining budget of \$107,682. Future years will be accounted for in the Parking Management budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes**STAFF CONTACT:**

Lissa Dees, Parking Manager

ATTACHMENTS:

1. RFP 25- 028 Bid Response Winterfest Trolley Company of Pensacola Inc. dba Five Flags Trolley Company
2. RFP 25-028 Bid Response LAZ Transportation Services
3. RFP 25-028 Notice of Intent to Award
4. Contract - RFP 25-028
5. RFP-25028 Trolley Services
6. Winterfest Five Flags Sunbiz & Samgov
7. Vendor Distribution List

PRESENTATION: No



**Winterfest of Pensacola, Inc.
dba Five Flags Trolley Co.
226 East Intendencia Street
Pensacola, Florida 32502-6023**

**Trolley Transit Services
RFQ No.: 25-028**

**Dedria Lunderman, Purchasing Manager
City Hall 6th Floor
222 West Main Street
Pensacola, Florida 32502
Copy to purchasing@cityofpensacola.com**

A. Introduction

Denise Chenel Power
President, Winterfest of Pensacola, Inc.
226 E Intendencia St
Pensacola, FL 32502
denisechenel@gmail.com
(850) 583-1365
April 22, 2025

Dedria Lunderman, Purchasing Manager
City Hall 6th Floor
222 W Main St.
Pensacola, FL 32502

Dear City of Pensacola,

On behalf of Winterfest of Pensacola, Inc., doing business as Five Flags Trolley Co., we are pleased to submit our proposal for Trolley Transit Services. We value our ongoing partnership with the City of Pensacola and are committed to collaborating to enhance the vibrancy of our downtown area.

As a nonprofit organization dedicated to promoting downtown tourism, we recognize the essential role transportation plays in achieving our mission. We understand that improving access to businesses, reducing congestion, and enhancing the quality of life for residents are pivotal goals we share. Winterfest is strategically positioned to support these objectives by offering dependable and efficient transportation solutions that facilitate convenient access to downtown attractions and services for both residents and visitors.

We are particularly focused on delivering transportation that is convenient, reliable, safe, and of high quality. Our aim is to ensure safe and dependable transit options for tourists as well as the local community. This initiative not only streamlines transaction processes for trips but also plays a crucial role in supporting our small businesses in the downtown area by preserving front-of-business parking for quick trip transactions to support downtown small businesses. These establishments are vital to the community, and we firmly believe that providing easy access to reliable transportation is essential for their ongoing success.

Winterfest provides a range of distinctive benefits that will enhance the City and its residents. Our live maps, music, and event signage will offer real-time information and create an engaging environment for attendees. Additionally, any revenue generated from Winterfest events will be reinvested to support further public events and activities in the downtown area, which aligns with our nonprofit mission, thereby contributing to the sustainability and cultural vitality of our community.

We are confident that our proposal aligns with the City's objectives for improved transportation, enhanced quality of life, and support for local businesses. We look forward to the opportunity to collaborate and promote a thriving downtown environment.

Thank you for considering our proposal. Please feel free to reach out if you require any further information or clarification.

Sincerely,
Denise Chenel Power
President, Winterfest of Pensacola, Inc.

A. Introduction

Addendum Date: April 15, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

TROLLEY TRANSIT SERVICES

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: Winterfest Pensacola DBA Five Flags Trolley Co. Date 04/21/2025

Authorized
Representative: Denise Chenel Power Title: President of Winterfest
Printed Name

Signature: 

Questions and Answers

- Q. What are the expected service days and hours per week (e.g., full 7 days or just weekends)?
A. This has not been determined.
- Q. Are the primary and secondary trolleys expected to operate simultaneously or as backups?
A. Back-up.
- Q. Will the City provide vehicle branding or is the contractor expected to handle decals and wraps?
A. City will provide artwork – the vendor will be responsible for installation.
- Q. Are there specific requirements for the trolley vehicles (age, appearance, emissions standards)?
A. None currently.
- Q. Does the City require electric or low-emission vehicles for this contract?
A. No.

A. Introduction

Q. Are there minimum or preferred ADA accessibility features for the trolleys?

A. Trolleys must be ADA accessible.

Q. Can the trolleys be stored overnight on City property, or must the contractor provide secure storage?

A. Contractor must provide storage.

Q. Is there a budgeted hourly rate or expected service cost ceiling for this contract?

A. No.

Q. Is the pricing structure fixed-rate or subject to adjustment (e.g., fuel escalators, CPI)?

A. Fixed rate.

Q. Is there an expected minimum number of hours or revenue for the contractor?

A. Not currently.

Q. Does the City reimburse separately for fuel or include it in the hourly service rate?

A. Included in hourly rate.

Q. Will shortlisted proposers be provided with access to detailed route maps, stop locations, and historical service data?

A. Yes.

Q. Can the city provide the current year and make of trolleys in service?

A. The city does not have this information.

Q. Can the city provide annual mileage for the trolleys in service?

A. The city does not have this information.

A. Introduction

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

Vendor Name: <u>Winterfest of Pensacola Inc. DBA Five Flags Trolley Co.</u>		
Vendor FEIN: <u>201079497</u>	Phone Number: <u>(850) 583-1365</u>	
Vendor's Authorized Representative Name and Title: <u>Denise Chenel Power (President of Winterfest)</u>		
Address: <u>226 E Intendencia St</u>		
City: <u>Pensacola</u>	State: <u>FL</u>	ZIP: <u>32502</u>

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: Denise Chenel Power (President of Winterfest)

Date: April 12, 2025

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

A. Introduction

**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: Winterfest of Pensacola Inc. DBA Five Flags Trolley Co. Date: April 12, 2025

Authorized
Signature:  Printed Name: Denise Chenel Power

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

A. Introduction

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.

Winterfest of Pensacola Inc. DBA Five Flags Trolley Co.

Company Name



Authorized Signature

Denise Chenel Power

Printed Name

April 12, 2025

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

A. Introduction

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal 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 proposals 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

Denise Chenel Power

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

A. Introduction

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

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		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

A. Introduction

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise 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.

Respondent's Name:	Respondent's Principal Place of Business
N/A	

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

NAME OF MWBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

A. Introduction

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a 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 in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business Winterfest of Pensacola Inc. DBA Five Flags Trolley Co.

Address 226 E Intendencia St

Owner(s)'s Name(s) We are a nonprofit and therefore have no owner.

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

A. Introduction

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B. Organization Information

Business Structure

Winterfest of Pensacola, Inc. is a 501(c)(3) nonprofit organization with an IRS-designated mission to promote tourism in the City of Pensacola during the holiday season. Our work is centered on producing a signature six-week series of events from mid-November through December that attract visitors, support local businesses, and highlight the unique cultural and historic character of Downtown Pensacola.

Led entirely by dedicated volunteers, our leadership team—Denise Power, Jacqueline Younge, Lisa Minshew, and Josh Davidson—brings over four decades of community involvement and operational experience. Winterfest has remained a resilient and reliable cultural institution through hurricanes, economic downturns, and public health crises, consistently contributing to off-season economic activity and civic vitality.

Through strategic partnerships, including collaboration with other downtown festivals and city services such as public transportation, the Five Flags Trolley Co. provided transit services for over 50,000 passengers in 2024! We aim to continue enhancing access, visibility, and the overall holiday experience in Pensacola.

Number of Years in Business, Program History, and Community Impact

Trolley tours have long been a treasured part of Pensacola's holiday celebrations. In 1997, our president, Denise Power, was approached by representatives of the Downtown Improvement Board, Community Redevelopment Agency, and Escambia County Area Transit who asked her and her team to create what would eventually become Winterfest. From 1998 to 2001, the original series was sponsored by the aforementioned organizations and offered \$1 trolley tours of the historic neighborhood. During this period, the Pensacola Historic District Property Owners (PHD) contributed volunteer tour guides, and local residents joined the effort by building elaborate displays—including a Living Nativity scene. At that time, Santa and Mrs. Claus were the only interactive stop on the route.

In 2002, the addition of the Grinch as a second performance stop at Brown, Thornton & Pacenta on Tarragona Street marked the beginning of a more theatrical and immersive experience.

Recognizing the need for organized leadership and sustainable growth, Winterfest of Pensacola, Inc. was formed in 2004 as a 501(c)(3) nonprofit organization to coordinate and expand the event.

As our operations expanded, we made a strategic investment in acquiring our own fleet of vehicles to improve efficiency and provide greater creative control. This investment allowed us to transform our trolleys into immersive, mobile performance stages. To ensure these vehicles generated sufficient revenue to offset event-related expenses, The Five Flags Trolley Co. was founded in 2007.

Since its incorporation, Winterfest has grown into a beloved regional tradition making Pensacola's Winterfest one of the top 10 places in Florida to visit for Christmas, per Google. In 2009 alone, over 60 businesses, nonprofits, and individuals sponsored the event, while hundreds of volunteers contributed their time and talent. That year, the route featured 18 distinct performance stops—each offering live, interactive holiday entertainment.

In addition to its signature holiday programming, Winterfest continues to expand its operations as a charter transportation service and a special event parking program to support other community events and organizations. In 2009, Winterfest raised over \$15,000 in direct financial support for local groups and contributed in-kind services valued at thousands more.

B. Organization Information

Today, Winterfest remains a vibrant celebration of community spirit. It continues to enrich Pensacola's cultural identity, attract off-season tourism, and serve as a dynamic driver of economic activity and engagement in the heart of Downtown.

(Please see attached Corporate Registration documents in the Appendix.)

Total Staff and Organization Experience Profile

Winterfest of Pensacola, Inc. operates without formal employees, relying instead on the dedication and leadership of its active Board of Directors and officers, who contribute substantial volunteer hours on a weekly basis. This volunteer-led structure reflects the organization's deep community roots and commitment to fiscal responsibility.

To ensure high-quality event execution and operational continuity, Winterfest engages several experienced contract partners who provide specialized services on an ongoing basis. These partnerships allow the organization to maintain professional standards across transportation, performance coordination, technical production, and administrative support, while preserving its lean organizational model.

This hybrid structure of volunteer leadership supported by professional contractors allows Winterfest to remain flexible, responsive, and sustainable—maximizing community impact while minimizing overhead.

Distance from the Site

Winterfest of Pensacola, Inc. - Transportation Service Locations

Headquarters:

Winterfest of Pensacola, Inc. is headquartered at:
226 East Intendencia Street
Pensacola, FL 32502

Our headquarters serves as the central hub for event planning, coordination, and customer service.

Performance Headquarters:

Winterfest of Pensacola Inc. conducts its performance operations at:
223 S Palafox Place
Pensacola, FL 32502

During our six-week event held from November through December, this location functions as our primary performance headquarters. It serves as the staging site for live productions on the front steps, the departure point for performance-based trolley tours, and the setting for guest experiences such as Santa and Grinch photo sessions, a gingerbread-themed refreshment station, and additional seasonal attractions.

During the off-season, the site operates as our storage facility and costume shop, supporting the logistical needs of our events.

Vehicle Storage and Maintenance:

Our fleet of vehicles is stored and maintained at:
301 N Guillemard Street
Pensacola, FL 32502

B. Organization Information

This location is where all Winterfest vehicles undergo routine maintenance and preparation for the event season. It is conveniently situated just one block from the trolley route, allowing for easy access to the service areas.

Both of these locations play a vital role in the smooth operation of Winterfest's transportation services. As both are within walking distance of the trolley route, we ensure that our vehicles are ready and available to deliver a seamless, enjoyable experience to our riders.

Litigation, Major Disputes, Contract Defaults, and Liens in the Last 10 Years

None.

C. Organization Experience

Pensacola Winterfest Annual Event



Overview

Winterfest offers a distinctive and unique transportation experience as part of our annual Christmas celebration. During the six-week event season in November and December, we provide fixed-route services to over 10,000 riders. Our transportation service enhances the holiday festivities by combining entertainment with convenience, ensuring a memorable experience for all participants.

Services Provided

- **Fixed-Route Operations:**
Winterfest operates four vehicles on fixed routes that run according to a pre-planned schedule. These routes feature multiple stops that punctuate various events happening on the trolley.
- **Theatrical Experience:**
Each trolley is equipped with specialized lighting and sound systems to complement a cast of actors who perform during the ride. This interactive and immersive experience adds a magical touch to each trip.
- **Multiple Stops and Special Effects:**
Passengers will enjoy stops along the route that highlight key attractions, with various special effects incorporated to enhance the holiday atmosphere.
- **Route Scheduling:**
Our vehicles depart and return at scheduled times to ensure a smooth and efficient experience. Live map signage is provided for real-time updates, and the vehicles are aided by a central check-in kiosk for easy passenger management.
- **Passenger Boarding:**
Passengers are ticketed and boarded by group, with tickets available for purchase online at www.pensacolawinterfest.org or in person at our designated check-in kiosk.

Ticketing and Customer Experience

C. Organization Experience

- **Ticket Sales:**
Tickets are available for purchase in advance via our website and at the on-site kiosk. Passengers can select their preferred time slot and route based on availability.
- **Reminders and Reservation Modifications:**
Ticketed passengers will receive email and text reminders leading up to their scheduled ride. If necessary, passengers can modify their reservations by contacting our customer service agents, who are available to assist with any changes or inquiries.
- **Group Boarding:**
To ensure a smooth process, passengers are organized into groups when boarding, and each group is ticketed and guided through our loading process for maximum efficiency.

Customer Support

- **Check-In Kiosk:**
Our on-site check-in kiosk facilitates an efficient boarding process, allowing passengers to easily confirm their reservation and receive further instructions.
- **Customer Service:**
Winterfest's customer service team is available to help passengers with any questions or concerns. Our contractors and volunteers can assist with reservation modifications, troubleshooting issues, and ensuring a positive experience throughout the event.

Winterfest is proud to offer a one-of-a-kind fixed-route transportation experience that seamlessly integrates with the City of Pensacola's broader vision for accessible, efficient, and community-centered public transit. Operated in coordination with downtown traffic flow and pedestrian planning, the Winterfest trolley service provides reliable and festive transportation through the Historic District, supporting both local mobility and tourism. By combining convenience with immersive, family-friendly entertainment, this initiative enhances the visitor experience, reduces parking and congestion challenges, and encourages foot traffic to local businesses—reinforcing the city's goals for sustainable downtown development and seasonal economic growth.

Transportation Services for Downtown Festivals

In addition to our signature holiday programming, Winterfest of Pensacola, Inc. provides essential event parking and transportation services for numerous downtown festivals and community events throughout the year, including the Greek Festival, Gulf Coast Arts Festival, Pensacola Seafood Festival, Mardi Gras, and Fiesta Pensacola. These services are operated as fixed-route shuttle systems, efficiently transporting attendees from designated parking areas to event sites and back.

To enhance the rider experience and streamline operations, Winterfest employs a mobile-friendly, event-themed tracking platform that allows users to view the real-time GPS location of each trolley. QR code signage at each pickup location ensures easy access to tracking tools, schedules, and event information. The onboard experience includes thematic music for entertainment, while drivers and volunteers offer wayfinding support and tourist information, making the journey both functional and welcoming.

C. Organization Experience

Routing and dispatch are centrally managed by Winterfest’s administrative team, which coordinates logistics, monitors vehicle flow, and responds to real-time needs throughout the event. Our operations personnel use radio dispatch, digital maps, and direct coordination with city officials and event organizers to ensure safe, timely, and effective transportation services. This level of oversight allows us to maintain a high standard of service while supporting Pensacola’s tourism economy and event infrastructure.

Transportation Services for Bay Center Events



Winterfest of Pensacola, Inc. also provides critical parking and transportation services for large-scale events hosted at the Pensacola Bay Center, including Pensacon, Mardi Gras festivities, the Revolution Talent Dance Competition, and many others. These fixed-route services are designed to transport guests from key parking areas around downtown to event venues, between event sites and back, supporting efficient crowd flow and minimizing downtown congestion.

During major event weekends, Winterfest operates up to five vehicles across a 15-hour service day—including traditional trolleys, open-air trams, and ADA-compliant mobility vehicles to ensure inclusive access for all guests. These vehicles serve over a dozen downtown businesses and institutions offering a continuous loop that maximizes access, safety, and visitor satisfaction.

To enhance the rider experience and provide real-time navigational assistance, Winterfest deploys a mobile-friendly, event-branded GPS tracking platform. Riders can view live vehicle locations on their smartphones by scanning QR-coded signage posted at each pickup point. The onboard atmosphere is enriched with thematic music, while trained drivers and volunteers offer wayfinding support, local insights, and assistance to tourists navigating downtown Pensacola.

Routing and dispatch operations are handled by Winterfest’s experienced office personnel, who oversee a centralized communication hub that coordinates vehicle timing, route adjustments, and on-the-ground needs. Using a combination of GPS data, two-way radios, digital mapping systems, and direct communication with venue and city partners, our team ensures smooth and responsive service throughout the day. This level of operational planning and execution allows Winterfest to serve as a trusted transportation partner for some of the largest events in the region.

Palafox Market Transportation

Riders can track the live location of each vehicle using a mobile-friendly, event-themed website, accessible via QR code signage posted at every trolley pickup point. This real-time tracking system reduces wait times and helps guests plan their visits with ease. Onboard, riders enjoy festive thematic music that contributes to the vibrant weekend atmosphere while Winterfest drivers and volunteers provide wayfinding assistance, local recommendations, and a welcoming presence for first-time visitors.

The map illustrates the Palafox & Gregory Market Trolley route in Commedia. The route is a vertical line running north-south, marked by a red dashed line. It starts at W Wright St, goes south through W Gregory St, W Chase St, W Garden St, W Romana St, W Intendencia St, W Government St, and ends at W Main St. Three stops are marked with red octagons: at W Gregory St, W Garden St, and W Main St. The map includes various street names, landmarks like Fish House, and callouts for Palafox Market and Free Parking at the Commedia Parking Lot.

FREE Palafox Market Trolley
10:30am-2:30pm!

3 TROLLEY STOPS AT
Palafox & Gregory
Government & Jefferson
500 Commedia

Every 20 Minutes!

FREE PARKING
COMMEDIA PARKING LOT

C. Organization Experience

Additional Transportation Services



In addition to our primary holiday programming, Winterfest offers a diverse array of services throughout the year that underscore our commitment to the Pensacola community. We conduct monthly Ghost Tours in collaboration with Pensacola History and Hauntings, providing engaging historical entertainment. Weddings constitute a significant aspect of our charter services, and we partner closely with clients and wedding planners to deliver personalized and seamless transportation experiences. Winterfest is proud to support various corporate and community events, including WSRE's "Be a Neighbor Day," UWF's "Pop Odyssey Tour," IHMC's "Dynamic Walking Conference," Navy Federal Credit Union's "Fall Fest," and more. We also work in conjunction with hospitality and tourism organizations such as Florida Humanities, the Blue Angels Association, and Peregrine Hospitality. One of our most impactful partnerships is with the Tim Tebow Foundation's "Night to Shine," a prom event for individuals with disabilities, which is profoundly valued by both our team and guests, as evidenced by the heartfelt feedback received from participants' families following the event on February 13, 2025. (See attached screenshot below)

You may not know just how amazing a night like this is for some. As I was leaving with my three, I walked out with a guest, an older man I judged to be in his 60s. He was wearing a wonderful tuxedo, and I complimented him on how great he looked. He thanked me and somehow we got to talking about the trolley ride. "I rode it TWICE," he said with a sly smile. "It was my first time on a trolley." Oh my. I still want to cry when I think about it. A trolley ride! What else had this man missed in his life, likely because he has some disability? I didn't get his name, but I thank you on his behalf and on behalf of my not-so-sheltered young people.

God bless you all,

Helen Middlebrooke (mom of Deborah, Blane and John)

C. Organization Experience

Parking Trolley Pilot

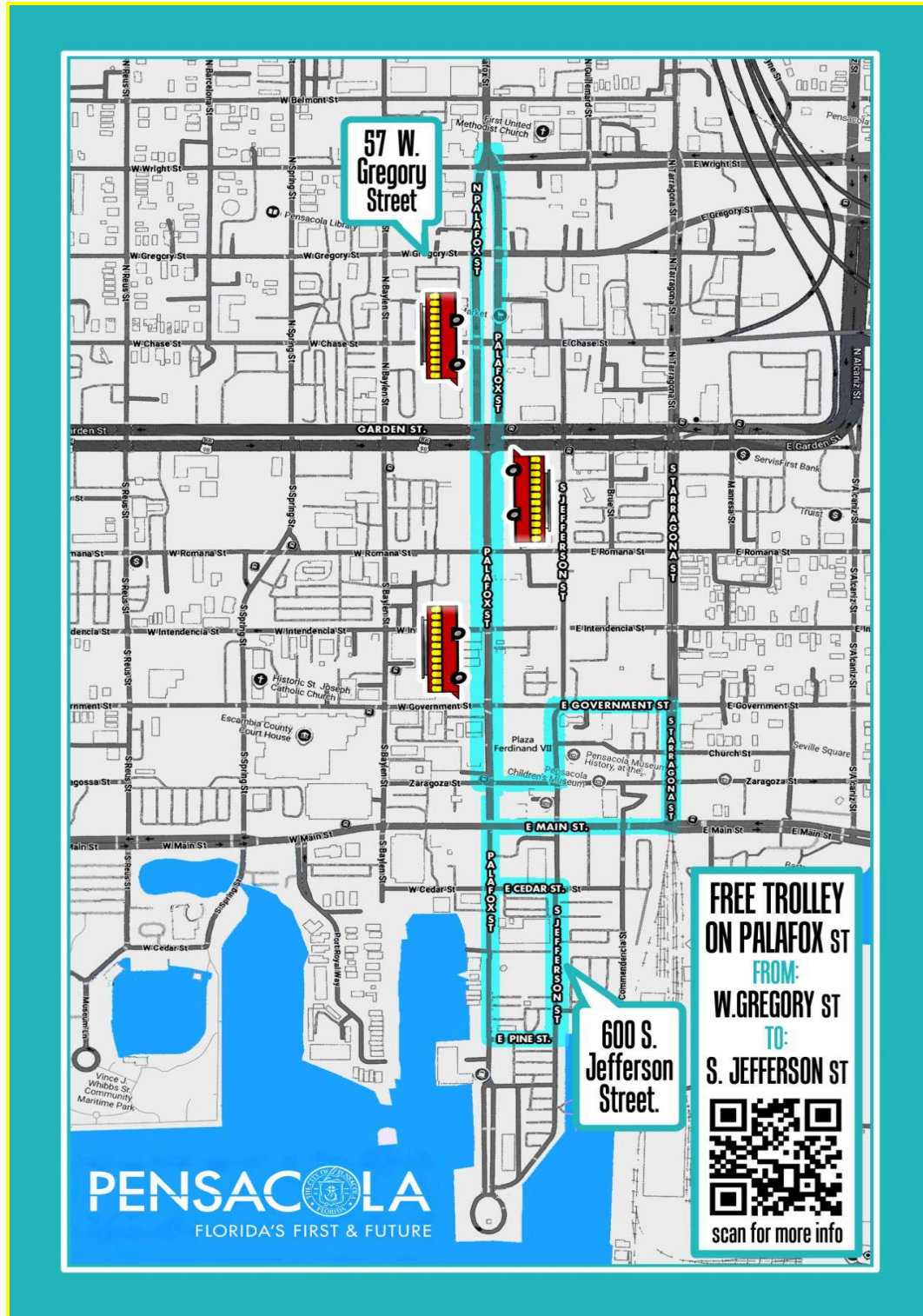


Since November 28, 2024, Winterfest of Pensacola, Inc. has operated a parking trolley pilot service in partnership with the City of Pensacola. This fixed-route service is designed to alleviate downtown traffic congestion and improve access to core business and entertainment districts. The route connects key public parking lots at 600 S. Jefferson Street and 57 W. Gregory Street to central destinations along Palafox and Jefferson Streets, offering a free, convenient, and festive transportation option for residents and visitors alike.

Riders are able to view the real-time GPS location of trolleys through an event-themed, mobile-friendly website, accessible via QR code signage posted at each pickup point. To enhance visibility and rider confidence, the vehicle is equipped with lit, clearly marked signage indicating stops and route information. Onboard entertainment includes thematic holiday or seasonal music that enhances the guest experience along with an onboard audio message presented by D.C Reeves, the mayor of Pensacola. Our drivers also offer wayfinding services, local tips, and a welcoming atmosphere to support tourism and community engagement.

All routing and dispatch responsibilities are handled by Winterfest's dedicated operations team. Throughout the regular service hours and using real-time GPS tracking, digital mapping tools, and two-way communication, our staff coordinates with trolley operators to ensure consistency, minimize wait times, and quickly respond to unforeseen traffic or logistical issues. Our Dispatcher Coordinator also liaises directly with City staff to share ridership totals, provide performance updates, and make proactive adjustments to improve service delivery. This system allows Winterfest to offer a professional, responsive transit service that supports both the City's public transportation goals and the economic vitality of the downtown core. (See map below)

C. Organization Experience



D. Financial Capability

Current Financial Statement

WINTERFEST OF PENSACOLA, INC.
Balance Sheet
December 31, 2024

ASSETS		
Current Assets		
Hancock - Checking Acct #6947	\$	35,569.55
Denise's account 3047		11,342.05
Smart Bank - Savings Acct. #		2,747.86
Petty Cash		5,640.91
Prepaid Insurance		<u>5,729.28</u>
Total Current Assets	\$	61,029.65
Fixed Assets		
Equipment		<u>222,978.49</u>
Total Fixed Assets		222,978.49
Other Assets		
Total Assets	\$	<u>284,008.14</u>
LIABILITIES AND EQUITY		
Current Liabilities		
Accounts Payable	\$	23,383.71
Loan Due To Daughtry		2,421.99
Line of Credit		9,203.91
Loan due to Minshew		<u>1,000.00</u>
Total Current Liabilities	\$	36,009.61
Long Term Liabilities		
SBA Loan - Pandemic		<u>62,493.74</u>
Total Long Term Liabilities		62,493.74
Equity		
Fund Balance - Unrestricted		173,573.09
Current Income (Loss)		<u>11,931.70</u>
Total Equity		<u>185,504.79</u>
Total Liabilities & Equity	\$	<u>284,008.14</u>

D. Financial Capability

WINTERFEST OF PENSACOLA, INC. Income Statement For the Period Ended December 31, 2024

	12 Months Ended Dec. 31, 2024	Pct	12 Months Ended Dec. 31, 2024	Pct
Revenue				
Donations	\$ 4,830.00	0.53	\$ 4,830.00	0.53
Parking Revenue	607,598.64	67.20	607,598.64	67.20
Food Sales	26,621.93	2.94	26,621.93	2.94
Trolley Charters	<u>265,100.42</u>	<u>29.32</u>	<u>265,100.42</u>	<u>29.32</u>
Total Revenue	904,150.99	100.00	904,150.99	100.00
Operating Expenses				
Accounting	2,975.25	0.33	2,975.25	0.33
Insurance	50,291.29	5.56	50,291.29	5.56
Advertising	3,007.19	0.33	3,007.19	0.33
Office Expenses	21,978.56	2.43	21,978.56	2.43
Bank Service Charges	2,368.90	0.26	2,368.90	0.26
Credit Card Processing Fees	9,439.07	1.04	9,439.07	1.04
Dues & Subscriptions	2,119.30	0.23	2,119.30	0.23
Food - Resale	655.71	0.07	655.71	0.07
Auto & Truck Expense	28,893.25	3.20	28,893.25	3.20
EMT'S for WF	946.46	0.10	946.46	0.10
Postage & Freight	1,380.28	0.15	1,380.28	0.15
Tour Expenses	5,927.75	0.66	5,927.75	0.66
Trolley Expenses	35,668.43	3.94	35,668.43	3.94
Charter Services Expenses	30,172.51	3.34	30,172.51	3.34
Meals	24,092.37	2.66	24,092.37	2.66
Permits	2,042.89	0.23	2,042.89	0.23
Police	12,800.00	1.42	12,800.00	1.42
Parking Supplies	1,156.72	0.13	1,156.72	0.13
Independent Contractors	344,430.76	38.09	344,430.76	38.09
Interest Expense	2,147.32	0.24	2,147.32	0.24
Photography Expenses	32,917.24	3.64	32,917.24	3.64
Information Technology	15,760.33	1.74	15,760.33	1.74
Covid Expenses	50.00	0.01	50.00	0.01
Rents	107,852.09	11.93	107,852.09	11.93
Lease Fees - Parking	78,421.38	8.67	78,421.38	8.67
Repairs & Maintenance	45,099.73	4.99	45,099.73	4.99
Security	2,524.42	0.28	2,524.42	0.28
Supplies	14,583.88	1.61	14,583.88	1.61
Taxes	120.04	0.01	120.04	0.01
Travel	8,239.20	0.91	8,239.20	0.91
Telephone	<u>4,156.97</u>	<u>0.46</u>	<u>4,156.97</u>	<u>0.46</u>
Total Operating Expenses	892,219.29	98.68	892,219.29	98.68
Operating Income	11,931.70	1.32	11,931.70	1.32
Total Other Income	0.00	0.00	0.00	0.00
	12 Months Ended Dec. 31, 2024	Pct	12 Months Ended Dec. 31, 2024	Pct
Net Income (Loss)	\$ 11,931.70	1.32	\$ 11,931.70	1.32

D. Financial Capability

Project Financial Prospectus

Given the success of the pilot program, Winterfest Pensacola is fully committed to providing the trolley service on a permanent basis. We aim to integrate the service with public transit, offering a seamless transportation experience for both residents and visitors. As the city's needs continue to evolve, Winterfest Pensacola is dedicated to accommodating these changes by using data and insights from the pilot phase to optimize operations. Our focus will remain on ensuring a sustainable, high-quality, and efficient service that supports the downtown community's needs while enhancing overall mobility.

The City of Pensacola's Trolley Transit Service travels 2.2 miles in its full 15 minute route. Our current daily service consists of the operating hours of 5 p.m. - 12 a.m. with schedules being adjusted in accordance to the needs of the city.



D. Financial Capability

Budget Overview

Category	Daily Cost	Est. Hourly Cost	Per Mile Cost
Maintenance / Wear & Tear	\$92.50	\$13.21	\$1.50
Fuel	\$54.21	\$7.75	\$0.88
Liability Insurance	\$46.00	\$6.57	—
General Liability	\$48.00	\$6.86	—
Driver Labor	\$175.00	\$25.00	—
Support Labor	\$20.00	\$2.86	—
Backup Services	\$7.29	\$1.04	—
Standby Time	\$140.00	\$20.00	—
Workers' Compensation	\$93.31	\$13.33	—
Total Base Cost	\$676.31	\$96.62	—
Proposed Margin (29%)	\$282.69	\$40.38	—
Total Proposed Cost	\$959.00	\$137.00	—

E. Scheduling, Cost, and Quality Control

Scheduling System

Winterfest of Pensacola, Inc. utilizes a custom-built, event-driven scheduling system to manage its transportation services efficiently. This platform allows for the seamless coordination of route assignments, vehicle dispatch, and personnel shifts based on the unique needs of each event. The system includes automated notifications for every operational task, from dispatch preparation and driver check-in to end-of-day procedures and reporting.

In addition to routing and dispatch, Winterfest follows established daily and weekly cleaning and maintenance protocols for all vehicles in operation. These procedures are performed on a scheduled basis to ensure the safety, cleanliness, and reliability of each vehicle throughout service periods. The costs associated with these routine checks and maintenance tasks are factored into the financial estimates provided in Section D above.

Cost Controls & Estimation

Winterfest of Pensacola, Inc. has been operating trolley services using vehicles owned by Winterfest since 2007, giving us nearly two decades of experience and reliable data for estimating operational costs. Our long-standing involvement in large-scale and seasonal transit programs has allowed us to develop an efficient and dependable cost model, reflected in the financial projections provided in Section D. These estimates are grounded in actual service data, including our recent experience operating a pilot route under contract with the City of Pensacola.

Winterfest maintains access to a skilled mechanic on call for prompt maintenance and repairs, towing capability for emergencies, and a pool of trained backup drivers to ensure uninterrupted service. Notably, we were able to meet all operational requirements and maintain budget integrity—even while concurrently managing our intensive six-week Christmas celebration in November and December 2025. This demonstrates our organizational capacity to deliver quality transportation services reliably, even during peak seasonal demand.

Scope Adjustment and Value Engineering

Throughout the pilot period, Winterfest Pensacola Inc. has demonstrated its ability to adjust the scope of services quickly and effectively at the direction of the City. Our unique structure—as a nonprofit organization powered by volunteers and supported by contract professionals—allows for exceptional flexibility in scaling services to meet evolving operational needs. This responsiveness ensures that transportation support remains both efficient and aligned with the City’s goals.

Winterfest also strategically reinvests in its fleet and infrastructure using funds generated from multiple events and partnerships throughout the year. These targeted investments—combined with City-provided contract fees—position us to enhance the quality, reliability, and reach of transportation services provided under this agreement. Our ability to leverage internal resources and infrastructure enables us to deliver maximum value while maintaining cost efficiency and service excellence.

Quality Control

Winterfest of Pensacola, Inc. operates as a public-facing event organization with a strong emphasis on responsive customer service and the successful execution of multiple transportation initiatives. We are committed to delivering a consistently excellent experience to all guests, partners, and contractors. To

E. Scheduling, Cost, and Quality Control

ensure ongoing quality and accountability, Winterfest holds weekly check-ins with key staff to evaluate operations, address emerging issues, and implement improvements in real time.

Operational reliability is reinforced through daily assessments conducted by our drivers, mechanic, and cleaning personnel to ensure each vehicle is fully functional and service-ready. In addition, our Lead Designer oversees the ongoing maintenance and presentation of passenger compartments, ensuring that all vehicles meet high aesthetic and safety standards. Winterfest also partners with a local print vendor to produce timely, event-specific signage tailored to the interests and needs of downtown visitors, further enhancing rider engagement.

To enrich the onboard experience, Winterfest collaborates with a local audio engineer to curate music playlists that incorporate City announcements and public messages—delivering information in a format that is both entertaining and effective. Winterfest maintains comprehensive records of service performance, including documentation of any service disruptions or incidents. We maintain proactive response plans to remediate most disruptions promptly, ensuring continuity of service and minimizing impact to City operations or the public.

Winterfest maintains detailed records of service performance, including any disruptions, delays, or incidents that may impact operations. Comprehensive contingency plans are in place to address and remediate most issues swiftly, ensuring continuity of service and minimizing the risk of interruption to City-provided transportation.

F. Project Team

Office Staff

Denise Power

- a. President and Chair, Board of Directors
- b. Denise provides day-to-day management oversight and strategic direction to Winterfest with the support of our Board of Directors. She schedules, plans, and evaluates all operations.
- c. Denise will provide usual and customary services for this project.
- d. Denise will be assigned 10% to this project, with additional support as needed.
- e. Denise has over 21 years of leadership experience with Winterfest of Pensacola, Inc.
- f. Denise has over 47 years of experience in nonprofit and event management.
- g. Experience
 - i. Denise serves as the President of Winterfest, and has been a principal of Winterfest since the organization's founding.
 - ii. Denise has provided her professional expertise to a number of different organizations and projects throughout the years including: Real Estate Developer for Louisiana-based L.E.C Inc.; Primary Consultant for the National League of Cities; Fundraising Coordinator for the Contemporary Arts Center in New Orleans; Production Manager for www.filmnorthflorida.com, a Visual Imaging Manager for hurricane recovery contractors; and Producer of video shorts for PBS.
 - iii. Denise leads staff, manages resources, and represents the organization in public and community relations. In her daily capacity, she oversees the strategic direction, operations, and financial health of the organization, ensuring it meets its mission and goals.
- h. Denise holds a Masters degree in Fine Arts from Tulane University and a Bachelor of Arts degree from the University of New Orleans.
- i. Since founding the Five Flags Trolley Co. in 2007, Denise has accumulated 18 years of experience in leading charter transportation services.
- j. Denise consistently works quickly and efficiently, playing a key role in fast-tracking projects for the Winterfest event. Her ability to manage tasks with speed and precision has been instrumental in meeting tight deadlines and ensuring successful project execution.

Josh Davidson

- a. Treasurer and Member, Board of Directors
- b. Josh Davidson provides financial oversight and control for all Winterfest projects, and writes our in-house software for routing and tracking of vehicles. Additionally, Josh maintains the Winterfest communications and customer support infrastructure.
- c. Josh will provide usual and customary services for this project
- d. Josh will not be assigned full-time to this project, and will support as needed
- e. Josh has provided over 27 years of service with Winterfest of Pensacola, Inc. contributing extensive knowledge and leadership to the organization.
- f. Josh has over 21 years of experience in the nonprofit sector.
- g. Experience
 - i. Josh is the Chef for San Francisco Public Schools, and has been a principal of Winterfest since the organization's founding.
 - ii. Josh has routine oversight of projects in his professional capacity in the tens of millions of dollars.
 - iii. Josh specifies, researches, purchases, and evaluates outcomes on projects for Winterfest as well as providing custom software to support our unique mission and procedures.

F. Project Team

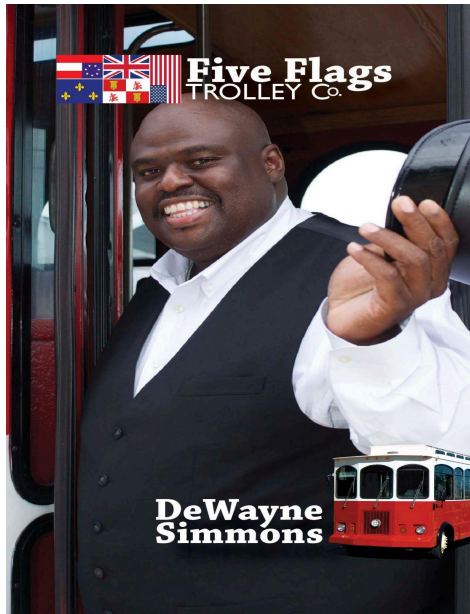
- h. Josh has an Associates of Occupational Sciences degree in Culinary Arts from Le Cordon Bleu, Portland Oregon.
- i. Josh has 21 years experience developing custom operational software and managing expenditures for Winterfest of Pensacola, Inc.
- j. During the Winterfest event, Josh demonstrated his ability to perform effectively under pressure by working within tight deadlines to restore essential technical equipment aboard the trolleys. He successfully resolves all technical issues promptly and efficiently, showcasing strong problem-solving skills and a commitment to excellence.

River Russo

- a. Charter Manager and Dispatch Coordinator
- b. River Russo manages the Five Flags Trolley Co.'s daily operations. His responsibilities include the scheduling of drivers, dispatch coordination, customer service communications, and contract management.
- c. River will provide usual and customary services for this project.
- d. 10% of River's weekly time and 100% of operational time will be assigned to this project.
- e. River has 6 years of experience in providing contract services for Winterfest of Pensacola, contributing specialized support to the organization.
- f. River has over 6 years of experience working with nonprofit organizations, including Winterfest of Pensacola, Inc. and the Pensacola Little Theatre.
- g. Experience
 - i. River is the Charter Manager for the Five Five Flags Trolley Co., and has been a contractor for Winterfest since 2019.
 - ii. As Charter Manager, River has negotiated contracts and established partnerships on behalf of Winterfest with several local organizations including the Greek Festival, the Institute for Human and Machine Cognition (IHMC), Visit Pensacola, and Pensacola History and Hauntings. These contracts have increased The Five Flag Trolley Co. 's. yearly gross income by the tens of thousands of dollars.
 - iii. River works to ensure that all charter services meet safety, quality, and customer satisfaction standards while managing budgets, contracts, and compliance with regulations.
- h. River has a high school diploma from Pensacola Christian Academy (2018) and is currently enrolled in Liberty University's Bachelor of Science in Psychology program.
- i. River has 6 years of experience working with local nonprofits in the Pensacola area.
- j. River has successfully managed high-pressure projects, including creating a script, designing costumes, and performing a ghost tour for wounded veterans—all within a 3-day deadline.

F. Project Team

On-Site Staff



DeWayne Simmons

- a. Driver
- b. Driver, various projects for Winterfest including various public events
- c. 100% of scheduled time will be assigned to this project except in November and December, when 67% of scheduled time will be assigned.
- d. Dewayne has over 13 years of experience driving for the Five Flags Trolley Co.
- e. Dewayne has over 15 years of experience in professional driving.
- f. Experience
 - i. DeWayne is a driver for several organizations, including the Escambia County School District.
 - ii. DeWayne is the Chief Driver for The Five Flags Trolley Co. and has served in that capacity for numerous charters including the Palafox Market, Pensacon, Greek Festival, and the City of Pensacola's pilot trolley program.
 - iii. DeWayne operates vehicles and provides in-person services to customers including wayfinding and recommendations.
- g. Dewayne received his high school diploma from Pensacola High School in 1988.
- h. Dewayne has over 15 years of professional driving experience.
- i. Dewayne has consistently stepped in to drive for charters on short notice when other drivers were unavailable, ensuring smooth operations and customer satisfaction.

Vonnell Jones

- j. Driver
- k. Driver, various projects for Winterfest including various public events
- l. 100% of scheduled time will be assigned to this project except in November and December, when 67% of scheduled time will be assigned.
- m. Vonnell has over 3 years of experience in driving for the Five Flags Trolley Co.
- n. Vonnell has over 24 years of experience in professional driving.

F. Project Team

- o. Experience
 - i. Vonnell is a driver for several organizations, including the Escambia County Area Transit.
 - ii. Vonnell operates vehicles for individual charters on behalf of the Five Flags Trolley Co. She has provided this service for numerous charters including the Ghosts of Pensacola: Haunted Trolley Tour, Pensacon, Greek Festival, and the City of Pensacola's pilot trolley program.
 - iii. Vonnell operates vehicles and provides in-person services to customers including wayfinding and recommendations.
- p. Vonnell received her high school diploma from Pensacola High School in 1978.
- q. Vonnell has over 24 years of professional driving experience
- r. Vonnell has stepped in for drivers on short notice, quickly and accurately learning routes to ensure seamless service delivery.

Wanda Boykins

- s. Driver
- t. Driver, various projects for Winterfest including various public events
- u. 100% of scheduled time will be assigned to this project except in November and December, when 67% of scheduled time will be assigned
- v. Wanda has over 2 years of experience in driving for the Five Flags Trolley Co.
- w. Wanda has over 24 years of experience in professional driving.
- x. Experience
 - i. Wanda is a former driver for the Escambia County School Board and is currently a driver for several organizations, including the Escambia County Area Transit and UWF Trolley Transit Services.
 - ii. Wanda operates vehicles for individual charters on behalf of the Five Flags Trolley Co. She has provided this service for numerous charters including large scale events such as Pensacon.
 - iii. Wanda operates vehicles and provides in-person services to customers including wayfinding and recommendations.
- y. Wanda received her high school diploma from Tate High School in 1976.
- z. Wanda has over 27 years of professional driving experience.
- aa. Wanda has occasionally stepped in to drive for charters on short notice when other drivers were unavailable, ensuring smooth operations and customer satisfaction.

Patrick Forsman

- a. Mechanic
- b. Mechanic, various projects for Winterfest including various public events
- c. 100% of operational time will be assigned to this project except in November and December, when 67% of operational time will be assigned
- d. Patrick has over 10 years of experience in mechanic work for the Five Flags Trolley Co., focusing on vehicle maintenance and repairs
- e. Patrick has over 19 years of experience in vehicle servicing.
- f. Experience
 - i. Patrick has maintained private and public vehicles of various sizes from personal cars to large multi-compartment diesel and natural gas-powered commercial vehicles.
 - ii. Patrick has provided fleet maintenance for ECAT and various private transportation companies for over 19 years.
 - iii. Patrick maintains vehicles and provides emergency driving as needed.

F. Project Team

- g. Patrick received his high school diploma from Robertsdale High School in 1992 and graduated from Pensacola State College's School for Automotive Services in 2005. Patrick has both the EPA 608 and 609 Refrigerant Certifications.
- h. Patrick has a quadruple Master ASE certification (Automotive Master, School Bus Master, Medium Heavy Truck Master, and Transit Bus Master).
- i. During the Winterfest event, Patrick has quickly and efficiently repaired breakdowns, returning vehicles to service in under an hour.

Jared Petticrew

- a. Lead Designer
- b. Set and Visual Design and Fabrication, various projects for Winterfest including our public events
- c. 10% of weekly time will be assigned to this project and will support as needed.
- d. Jared has over 21 years of experience providing vehicle storage, maintenance, and scenic design services for Winterfest of Pensacola, Inc.
- e. Jared has over 38 years of experience in scenic/set design, fabrication, and installation, contributing to numerous community projects.
- f. Experience
 - i. Jared is responsible for maintaining Winterfest's fleet of vehicles and leads the design and fabrication of sets, bodywork, and aesthetic elements, ensuring each vehicle reflects the creative vision of the event.
 - ii. Jared has managed set design for public art installations, media and marketing events and feature films as well as local public events in Pensacola including Foo Foo Festival and Winterfest.
 - iii. Jared maintains fit-and-finish of vehicles and provides emergency driving as needed.
- g. Jared received his high school diploma from Iowa High School in 1984.
- h. Jared served as a Technical Instructor for McNeese State University's Theater Program.
- i. Jared has produced fabrications and conducted refurbishments under tight timelines, consistently delivering quality work on schedule.

Organization Approach

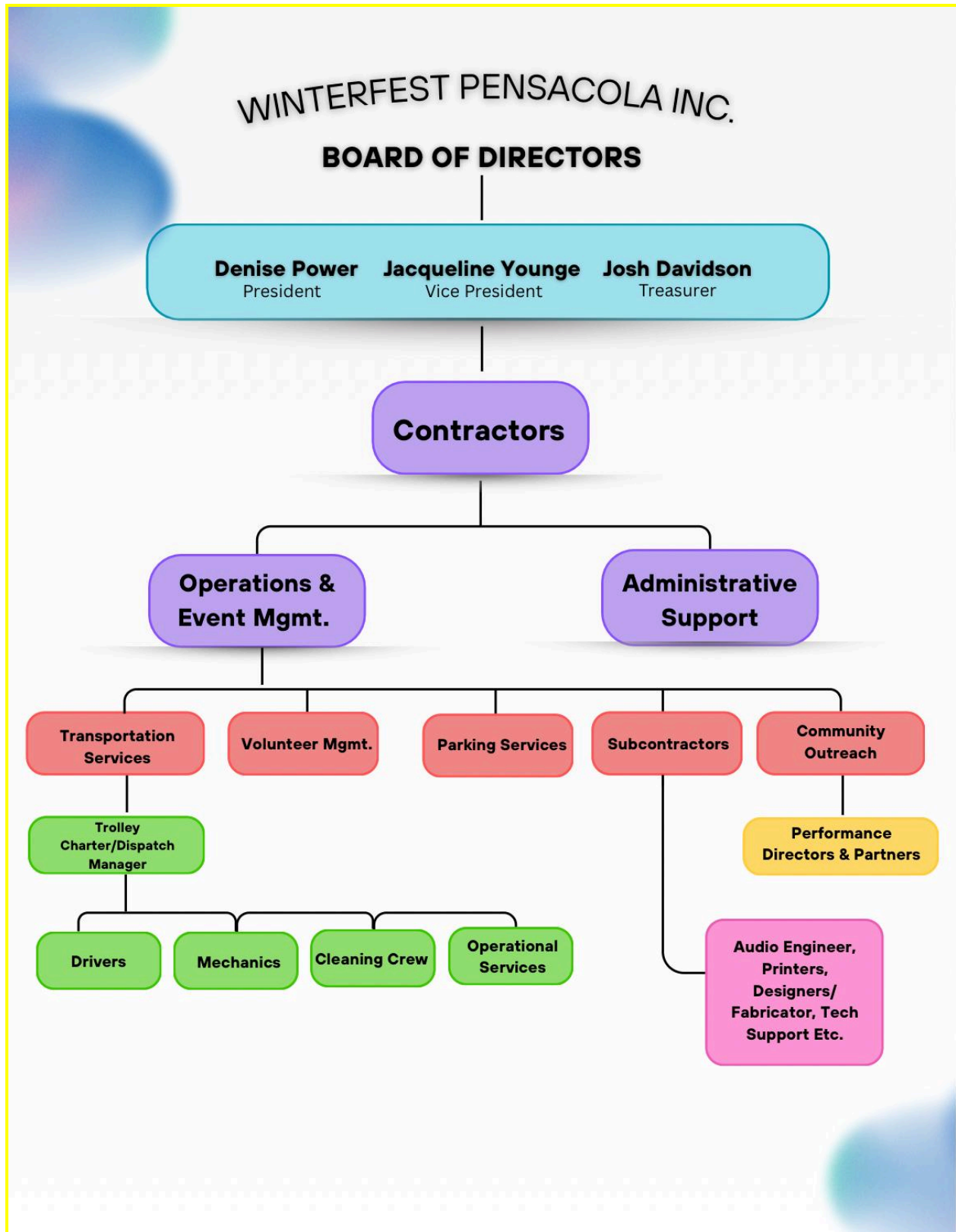
Winterfest Pensacola Inc. is a volunteer-led 501(c)(3) nonprofit organization with no permanent staff. For the past 21 years, we have proudly provided transportation and special event parking services throughout Pensacola as a key fundraising initiative in support of our signature six-week public event held annually in November and December.

As a collaborative, service-oriented organization, Winterfest is dedicated to enhancing tourism and stimulating economic activity in Downtown Pensacola. Our efforts consistently prioritize community engagement, visitor experience, and partnership with local institutions to help create a vibrant, accessible downtown for residents and guests alike.

Org Chart for Project

(See attached organizational chart below)

F. Project Team



F. Project Team

Commitment of Project Team

Winterfest of Pensacola, Inc.

226 E Intendencia St
Pensacola, FL 32502
4-05-2025

To Whom It May Concern,

Winterfest of Pensacola, Inc., a 501(c)(3) nonprofit organization, is pleased to submit this letter as a formal commitment to support and participate in the proposed trolley transit services in collaboration with the City of Pensacola.

For over two decades, Winterfest has provided transportation, special event parking, and event services throughout Downtown Pensacola as part of our mission to promote tourism and drive economic activity during the holiday season and beyond. We are proud to bring our experience, infrastructure, and volunteer spirit to this project.

Winterfest commits to:

- **Providing fixed-route trolley and shuttle transportation** services as outlined in the project scope.
- **Maintaining operational reliability and responsiveness**, leveraging our dispatch system, GPS tracking, and customer-facing platforms.
- **Engaging qualified subcontractors** for vehicle maintenance, driving, and support roles to ensure professional service delivery.
- **Investing in vehicle upgrades and service enhancements**, as needed, to meet the needs of the City and the community.
- **Collaborating with City personnel and community partners** to ensure accessible, safe, and festive experiences for all riders.

We believe this partnership will continue to build a vibrant and welcoming downtown environment while supporting local businesses and enriching public life. Winterfest is committed to contributing our resources and expertise to make this initiative a success.

Please feel free to contact us with any questions or for additional documentation.

Sincerely,

Winterfest Project Team

info@pensacolawinterfest.org

F. Project Team

Denise Power

President,
Winterfest of Pensacola, Inc.
denisechenel@gmail.com
04-11-25

To Whom It May Concern

Since retiring here in downtown Pensacola in 1994, I have been committed to enhancing the Seville neighborhood and promoting the charm of our city's historic village. In 1997, I was honored when the Downtown Improvement Board, Community Redevelopment Agency, and Escambia County Area Transit approached me to create what would eventually become Winterfest. Winterfest started with a commitment to promote tourism and a promise to create a vibrant community event. Our friends and neighbors chipped in that year and continue to volunteer all these years later. They decorate their houses, and provide staging areas for astonishing scenic designs such as life size fiber flex trains. When this project began as a simple trolley tour, I could not have foreseen the impact that celebrating Christmas together would have on our city.

In all sincerity, seeing everyone have a wonderful time is the true reward of what I do. It brings joy to thousands of both residents and tourists alike. As the years went on, the traditional trolley tours evolved and have now become a premier regional event! There have been difficulties along the way like hurricanes and a pandemic but one way or another, at Winterfest we say the show will go on! Our Santa Claus will always be out there bringing joy to the people of Pensacola.

To ensure the business success and for efficiency we had to hire a full time trolley manager. To support our growing operations and improve efficiency, we made the important investment of acquiring our own vehicles, allowing us the creative freedom to transform our trolleys into immersive performance stages. It's an expensive business to be in, and we would not be able to afford these splendid vehicles with all of these wonderful bells and whistles without the establishment of our Five Flags Trolley Co. The trolleys are quickly becoming an important part of the fabric of our downtown's revitalization. They are constantly rented out for weddings, festivals, markets, hospitality retreats, ghost tours, and more. Our work on the Winterfest event has allowed trolleys to double as production vehicles so they are enhanced with a variety of features that cannot be matched by standard transit services.

Continuing to grow and develop Winterfest and its related business has enabled us to flourish as an organization while spreading joy and year round cheer to residents and tourists alike! When this city first asked me to create something special in 1997, I gladly accepted the challenge. Today, I remain just as committed. With this letter, I reaffirm my promise to serve our community and contribute to its bright and festive future.

Please feel free to contact me directly for any further information.

Sincerely,
Denise Power

RFQ 25-028

Winterfest of Pensacola Inc.

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F. Project Team

River Russo

Charter Manager/Dispatch Coordinator

Winterfest of Pensacola, Inc.

river@pensacolawinterfest.org

4-05-25

To Whom It May Concern,

I am writing to express my full commitment and support for the proposed City of Pensacola Transportation Project as a dedicated contractor with Winterfest of Pensacola Inc.

Since joining Winterfest in 2019, I have served in multiple capacities, including Public Relations Performer, Assistant Parking Manager, Performance Tour Director, and currently, Trolley Charter Manager/ Dispatch Coordinator. Each of these roles has deepened my investment in the mission of Winterfest—to promote tourism, serve our community, and enhance the economic vitality of Downtown Pensacola.

As a contractor, I bring not only operational knowledge and logistical experience but also a passion for creating high-quality, engaging transportation experiences. In addition to managing trolley services and charters, I've led and partnered with Pensacola History and Hauntings with the development of community-centered programs such as the "Ghosts of Pensacola" Haunted Trolley Tour, which successfully expanded Winterfest's reach beyond the holiday season and contributed to the city's cultural tourism.

I've also worked closely with local corporate partners—including Navy Federal Credit Union's Corporate Community Champions—to coordinate volunteer support and maintain strong relationships within the community. My commitment to collaboration, flexibility, and excellence has been a consistent part of my work with Winterfest, particularly in adapting services to meet evolving needs.

As Winterfest continues to expand its role in city transportation services, I am fully prepared to support this proposal with hands-on leadership, logistical coordination, and responsive service management. I am proud to be part of a team dedicated to delivering reliable, festive, and impactful transportation experiences to residents and visitors of Pensacola.

Please feel free to contact me directly for any further information.

Sincerely,
River Russo

F. Project Team

Jared Petticrew

Razors Edge Design LLC

jaredpetticrew@gmail.com

4-18-2025

To whom it may concern,

I am submitting this letter to formally affirm my ongoing commitment to Winterfest of Pensacola and to ensure all relevant parties are aware of my continued involvement in its operations and future endeavors.

For the past twenty years, I have been deeply involved in virtually every aspect of Winterfest's activities. Currently, I serve as the Production Designer and Technical Director, as well as a board member. One of my primary responsibilities has been the maintenance and operation of the Winterfest trolleys, which I have overseen for many years.

I personally service each trolley on a regular basis and coordinate any necessary major repairs with our trusted mechanic. Over time, I have built strong professional relationships with a variety of shops and suppliers, sharing detailed knowledge with them to ensure our needs are met as efficiently and effectively as possible. I fully intend to maintain and strengthen these connections moving forward.

My work with the trolleys goes beyond maintenance. I have traveled as far as Savannah, Georgia and Key West, Florida to acquire them, and once in our shop, we have meticulously disassembled, redesigned, and refurbished them from the ground up. There is not a single part of these trolleys I have not personally worked on. They hold great personal and professional significance for me, and I am committed to ensuring they continue to provide our clients with a safe, enjoyable, and memorable experience.

I remain fully dedicated to Winterfest's success and would be happy to answer any questions regarding my role in current or future operations at any time.

Best Regards,
Jared Petticrew

F. Project Team

Patrick Forsman

Mechanic

Winterfest of Pensacola, Inc.

patrick.forsman@yahoo.com

4-17-25

To Whom It May Concern,

I am writing to formally express my commitment to supporting Winterfest of Pensacola, Inc. DBA The Five Flags Trolley Co. and its ongoing efforts in providing safe and reliable transportation services to the people of Pensacola. I genuinely believe in the positive impact Winterfest has on the community, and I am honored to be part of an organization that consistently demonstrates integrity and style.

With great enthusiasm, I continue to contribute to Winterfest's mission and work alongside a team that upholds the values and spirit that make this city shine. As part of my dedication to ensuring the success of the city's trolley transit initiative, I am pleased to offer the following services:

- **Preventive Maintenance** to ensure all equipment and vehicles are in optimal working condition
- **DOT Inspections** to guarantee compliance with safety and legal regulations
- **Safety Inspections** to prioritize the well-being of both staff and participants
- **Performance Evaluations** to assess and enhance the performance of all systems
- **Diagnostics** to identify and resolve any issues promptly and accurately
- **Repairs** on a wide range of equipment and systems
- **Parts Research and Acquisition** to source high-quality, cost-effective components

I look forward to continuing my involvement with Winterfest as it expands its role in the city's transportation services. Thank you for the opportunity to contribute to such a meaningful and impactful service.

Please feel free to contact me directly for any further information.

Respectfully,
Patrick Forsman

F. Project Team

Josh Davidson

Treasurer,
Winterfest of Pensacola, Inc.
josh@pensacolawinterfest.org
04-22-25

To Whom It May Concern

I grew up in Pensacola, and have been part of the Winterfest team since before our 501(c)3 charter. Though my permanent residence is now in San Francisco, I spend more than a month each year in Pensacola working on Winterfest. I share with Denise and the rest of our team a profound commitment to civic improvement and a desire to introduce more people to the great things about Pensacola.

In my time with Winterfest, I have built the content management system that operates our ticketing and various public websites, created various internal and public-facing tools to support our theatrical performances, and maintained the budget and financial health of the overall organization.

I commit the following services to this project, as and when needed, including any necessary travel for services in person:

- **Fiscal oversight** in my role as Treasurer of Winterfest of Pensacola, Inc. I develop and manage annual budgets, ensuring alignment with service goals.
- **Information technology support** for critical IT systems, including the vehicle's GPS tracking system and synchronized audio systems used in trolley transit services.
- **Procurement and asset management** in overseeing the purchasing of vehicle parts, maintenance supplies, uniforms, and other operational necessities to ensure consistent support of transit service operations and adherence to budgetary guidelines.

I look forward to providing a new resource to support the continued growth of Downtown Pensacola. Please contact me directly with any questions or for further information

Sincerely,
Josh Davidson
850-261-5986

F. Project Team

Scheduling of Staff

Winterfest's staff scheduling is managed by our experienced leadership team to ensure smooth, reliable operations across all events and transportation services. Management carefully assigns drivers, volunteers, and support personnel based on event needs, route coverage, and individual availability. Schedules are created in advance and adjusted as needed to account for changing conditions or special requirements, maintaining full route coverage, and optimal guest service. We prioritize assigning roles based on experience, skill sets, and familiarity with local events and attractions to ensure every guest interaction is positive and informative. Regular communication between managers and staff ensures everyone is well-prepared and aligned with Winterfest's mission of safety, service, and community celebration.

Engagement of Subcontractors

Winterfest actively engages a trusted network of subcontractors to support our transportation, logistics, and event operations. These subcontractors are carefully selected based on their expertise, reliability, and alignment with Winterfest's commitment to quality service and community engagement. From drivers and vehicle maintenance professionals to audio technicians, designers, and cleaning crews, each subcontractor plays a vital role in delivering a seamless and enjoyable experience for our guests. We maintain clear communication and scheduling practices, providing detailed expectations and responsive oversight to ensure consistent performance. This collaborative structure allows Winterfest to remain agile and scalable, ensuring we can meet the evolving needs of both the City and the public while upholding the highest standards of service.

Beneficial Impact of Organizational Structure

Winterfest's Community Impact

Winterfest generates substantial economic, cultural, and social benefits for the Pensacola community. As a 501(c)(3) nonprofit organization, Winterfest's mission is centered on promoting tourism and supporting local businesses, particularly during the traditionally slower holiday season. Our six-week annual event draws tens of thousands of visitors to Downtown Pensacola, significantly boosting foot traffic to restaurants, shops, and hotels.

Economic Development:

Winterfest contributes to the local economy by stimulating off-season tourism and encouraging extended stays. Many downtown businesses report increased revenue during the Winterfest season, and our transportation services make downtown more accessible to residents and tourists alike.

Support for Local Organizations:

Through our fundraising and operational efforts, we provide both direct and in-kind support to other community organizations and events. We have raised tens of thousands of dollars in support for local nonprofits and have helped staff and manage events such as the Greek Festival, Palafox Market, and various cultural festivals.

Volunteerism and Workforce Development:

Our all-volunteer leadership model fosters community involvement, civic pride, and skill development. Volunteers gain valuable experience in event coordination, customer service, transportation logistics, and nonprofit administration.

Transportation and Accessibility:

Winterfest operates accessible transportation and parking systems for major events throughout the year, improving traffic flow and reducing parking strain.

F. Project Team

Cultural Enrichment:

Winterfest performances, characters, and themed entertainment add to the cultural vibrancy of Pensacola. We create immersive, family-friendly experiences that become lasting holiday traditions for many local families and visitors.



G. Knowledge of Local Conditions

A Brief History of Pensacola Winterfest in Downtown Pensacola

Trolley tours have become a beloved tradition in Pensacola's holiday season, with roots tracing back to 1998. From 1998 to 2001, the original holiday trolley series was sponsored by the Downtown Improvement Board, Escambia County Area Transit (ECAT), and the Community Redevelopment Agency. During this time, the Pensacola Historic District Property Owners (PHD) provided volunteer tour guides, while neighbors created elaborate displays that added magic to the experience.

In 2002, additional characters were introduced as a second performance stop at Brown, Thornton & Pacenta on Tarragona Street, adding theatrical flair to the tours. Recognizing the growing popularity and need for coordinated leadership, Winterfest of Pensacola, Inc. was founded in 2004 as a 501(c)(3) nonprofit to manage and expand the event. The Five Flags Trolley Co. joined the initiative in 2007, strengthening transportation services and helping Winterfest evolve into a signature holiday tradition.

Winterfest has since earned widespread recognition, with Google Search naming Pensacola's Winterfest one of the top 10 places to visit in Florida for Christmas in 2025. The event has been featured in numerous national and regional publications including *Southern Living Magazine*, *Culture Trip Magazine*, *Expedia Travel Blog*, *Visit Pensacola*, *Inweekly*, *Pensacola News Journal*, *Pensacola Magazine*, *Local Pulse*, and *WEAR Channel 3*. In 2009, more than 60 businesses, nonprofits, and individuals came together to support the event, and hundreds of volunteers brought the interactive performances to life.

Over the years, Winterfest has grown into a community staple, welcoming an estimated 15,000 - 34,000 attendees annually, with data from 2023 showing that 42% of visitors came to Pensacola specifically for the event. That same year, the event generated an estimated \$1.66 million in local economic activity.

Winterfest also offers a Downtown Elf Parade, a free public celebration that brings joy to families and visitors of all ages. Beyond the holiday season, Winterfest provides charter services for weddings, corporate events, and festivals—along with specialty experiences like the “Ghosts of Pensacola: Haunted Trolley Tour.”

As part of our year-round operations, Winterfest manages transportation and special event parking services for large events at the Pensacola Bay Center, including concerts, sporting events, and graduations. We also work in collaboration with local theater departments, dance studios, marching bands, and youth organizations to support the artistic and cultural development of our community. This strong network of community partnerships helps Winterfest foster local talent, promote tourism, and contribute to the economic vitality of Downtown Pensacola.

Tracking and Reinforcing Good Driving Habits and Efficient Routing

Winterfest maintains both automated systems and routine manual processes to track key performance metrics, including ridership numbers, route efficiency, service interruptions, and disruptions. Each vehicle is equipped with onboard cameras to record any customer interactions or roadway incidents that may occur during operations, ensuring accountability and safety.

In addition, our vehicle locations are tracked in real time and displayed on a publicly accessible live map during all active service hours. This map is linked through a mobile-friendly platform and promoted via signage placed according to the specifications provided by the sponsoring agency or event organizer.

G. Knowledge of Local Conditions

Customer Service and Passenger Counts

Winterfest is genuinely passionate about delivering an exceptional customer service experience across all of our programs and events. Our team—composed of dedicated volunteers, trained drivers, and experienced subcontractors—is committed to ensuring the safety, comfort, and enjoyment of every guest. To enhance the rider experience, we provide real-time information tools such as a live GPS trolley tracker, clearly marked signage, and thematic audio entertainment that adds to the festive atmosphere. Our friendly and knowledgeable staff are available to assist with wayfinding, accessibility needs, and event-specific questions.

Our Charter Manager and Mechanic are on call during all operating hours to assist with customer support, respond to incidents, and coordinate trolley routes in real time. Drivers collect ridership data using clicker counts, which is compiled and sent to the City on a regular basis by the Charter Manager to support transparency and service monitoring.

Conflict Resolution, Positive Public Interactions

Winterfest prioritizes respectful, positive engagement with the public and is committed to resolving any issues that arise with professionalism and empathy. All staff, volunteers, and subcontractors are trained to handle customer concerns calmly and effectively, using de-escalation techniques and clear communication to ensure a positive outcome. In the event of a conflict, our team works quickly to assess the situation, involve the appropriate personnel—such as the Charter Manager or on-call supervisor—and take corrective action as needed. We strive to turn every challenge into an opportunity to build trust and strengthen community relationships. By promoting kindness, attentiveness, and accountability in every public interaction, Winterfest upholds a welcoming atmosphere that reflects our mission to serve and delight the Pensacola community.

Attracting Ridership

Winterfest is dedicated to making our transportation services inviting, accessible, and enjoyable to attract and retain ridership. At the Winterfest event, we create themed experiences that go beyond basic transit—featuring festive décor, music, costumed characters, and live entertainment that appeal to families, tourists, and locals alike. Our use of clear, branded signage and QR codes for live GPS tracking ensures ease of access and confidence in the service. We promote our routes and schedules through partnerships with local businesses, hotels, Visit Pensacola, community events, and through active social media outreach. By combining convenience with entertainment, we transform ordinary transit into a memorable part of the overall event experience—encouraging guests to ride, return, and share their experience with others.

Providing Directions and Recommendations

Winterfest's drivers are not only trained in transportation safety and route logistics—they also serve as friendly ambassadors for Downtown Pensacola. Our team is well-versed in local attractions, restaurants, event activities, and historical sites, and they regularly provide helpful recommendations and directions to passengers. Whether guests are looking for the best spot to grab dinner, directions to their hotel, or tips on what to see and do while in town, our knowledgeable staff are eager to assist. This personalized touch transforms a simple ride into a welcoming, informative experience that enhances visitor satisfaction and supports the local economy by encouraging exploration of nearby businesses and venues.

H. Understanding of Roles in Project Delivery Approach

The Role of Winterfest of Pensacola, Inc. and Subcontractors

Winterfest of Pensacola Inc. will serve as the primary coordinator and operator for this project, leveraging over two decades of experience in providing transportation and logistical services for large-scale public events. Winterfest will oversee all aspects of service delivery, including planning, route management, dispatch coordination, and quality control. Our internal team will manage day-to-day operations and maintain continuous communication with City personnel to ensure responsive service. To execute specialized functions, Winterfest will engage qualified subcontractors for key areas such as vehicle driving, mechanical support, cleaning, signage, technology, and route coordination. These subcontractors will operate under Winterfest's direct supervision to ensure alignment with project goals, compliance with safety and accessibility standards, and delivery of a reliable and festive transportation experience for the community.

The Role of the City of Pensacola

The City of Pensacola will serve as the guiding authority for this project, establishing the service standards, operational expectations, and strategic goals for public transportation initiatives. The City will provide direction on routing, schedules, branding, and performance benchmarks to ensure alignment with broader mobility, tourism, and community engagement objectives.

As part of its role, the City will monitor service performance to ensure it meets public expectations and delivers community value. Winterfest will operate in alignment with the City's direction, remaining flexible and responsive to changing priorities and operational needs..

I. Partnership with Minority/Women-Owned Business Enterprise

Nonprofit Enterprise with No Ownership Stake

Partnership with Minority/Women-Owned Business Enterprise (MBE):

Winterfest of Pensacola, Inc. is a nonprofit organization led and operated by a diverse team of community leaders. As a 501(c)(3) nonprofit, Winterfest does not have ownership in the traditional for-profit sense; however, we proudly operate under inclusive and equitable leadership. Two of our three principal officers—our President and Vice President—are women, reflecting our commitment to representation at the highest levels of the organization.

We actively seek out and partner with minority- and women-owned businesses in our local community. Through subcontracting, creative collaboration, and community engagement initiatives, we work to strengthen diverse local economies and ensure broad participation in our events and services. These practices directly align with the goals and spirit of MBE participation.

Appendix

Trolley Transit Services Sheet

RFP No. 25-028

TROLLEY TRANSIT SERVICES

Signature Sheet

The undersigned, as proposer, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the bid specifications.**

Survey: How did you obtain this solicitation?

☒ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other: _____

Signature _____  Date: April 12, 2025

Printed Name: Denise Chenel Power Title: President

Company: Five Flags Trolley Co. Address: 226 E Intendencia St

Telephone: (850) 261-1365 City: Pensacola

Fax: _____ State: Florida Zip: 32502

E-mail: winterfestassistant@gmail.com

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Appendix

Insurance and Indemnification



CERTIFICATE OF LIABILITY INSURANCE

WINT-1

OP ID: CM

DATE (MM/DD/YYYY)
02/05/2025

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 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 SE Specialty Underwriters, Inc. P.O. Box 5816 Athens, GA 30604 Charles E. Morse		CONTACT NAME: Charles E. Morse PHONE (A/C, No, Ext): 770-242-8494 FAX (A/C, No): 770-783-5035 E-MAIL ADDRESS: cmorse@sespec.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: RLI Insurance Co.	13056
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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.

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		SFB0013008	11/09/2024	11/09/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N ☐ N/A				☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Physical Damage Spec Perils/Coll			SFB0013008	11/09/2024	11/09/2025	1,000 Ded ACV

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured pursuant to the terms and conditions of the policies listed.

CERTIFICATE HOLDER CITYPEN City of Pensacola P. O. Box 12910 Pensacola, FL 32521-0063	CANCELLATION 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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ACORD 25 (2014/01)

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Appendix



CERTIFICATE OF LIABILITY INSURANCE

WINTOFF-01

KWILLIAMS

DATE (MM/DD/YYYY)
6/5/2024

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 Fisher Brown Bottrell Insurance, Inc. 19 West Garden Street Suite 300 Pensacola, FL 32502	CONTACT NAME: Kelli Williams PHONE (A/C, No, Ext): (850) 444-7630 FAX (A/C, No): (601) 208-8408 E-MAIL ADDRESS: kwilliams@fbbins.com														
INSURED Winterfest of Pensacola Inc 226 E Intendencia St Pensacola, FL 32502	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER B: T. H. E. Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: United States Liability Insurance Company</td> <td>25895</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Company	41297	INSURER B: T. H. E. Insurance Company		INSURER C: United States Liability Insurance Company	25895	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

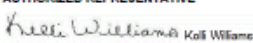
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO JECT ☐ LOC ☐ OTHER:	X		CP8008638	5/26/2024	5/26/2025	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ PER ☐ STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	General Liability	X		CPP010815003	5/27/2024	5/27/2025	Aggregate 5,000,000
C	Directors & Officers			NDO1566340G	5/26/2024	5/26/2025	Per Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All coverage is subject to policy terms, conditions and exclusions

Certificate Holder is an Additional Insured in regards to General Liability (form GLS-150s), if required by written contract.
 Certificate Holder is Primary & Non-Contributory if required by written contract (form CG2001).
 Waiver of Subrogation applies in favor of the Certificate Holder in regards to General Liability as required by written contract (form CG2404).

CERTIFICATE HOLDER For Informational Purposes Only	CANCELLATION 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  Kelli Williams
--	--

ACORD 25 (2016/03)

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Appendix

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/21/2025																																																																																																																																									
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PRODUCER Aon Risk Services Central, Inc. Milwaukee WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA			CONTACT NAME: PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): (800) 363-0105 E-MAIL ADDRESS:																																																																																																																																										
INSURED PeopleReady, Inc. 1015 A. Street PO Box 2910 Tacoma WA 98401 USA			INSURER(S) AFFORDING COVERAGE		NAIC #																																																																																																																																								
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COVERAGES			CERTIFICATE NUMBER: 570109726945		REVISION NUMBER:																																																																																																																																								
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Limits shown are as requested <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADDL SUBR INSD WVD</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th colspan="2">LIMITS</th> </tr> </thead> <tbody> <tr> <td>A</td> <td> ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR: \$2,000,000 ☒ Liquor Liability: \$3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER: </td> <td></td> <td>1728914</td> <td>07/01/2024</td> <td>07/01/2025</td> <td>EACH OCCURRENCE</td> <td>\$3,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td>\$3,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>MED EXP (Any one person)</td> <td>Excluded</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PERSONAL & ADV INJURY</td> <td>\$3,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>GENERAL AGGREGATE</td> <td>\$6,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PRODUCTS - COMP/OP AGG</td> <td>\$3,000,000</td> </tr> <tr> <td>A</td> <td>AUTOMOBILE LIABILITY</td> <td></td> <td>459-43-10 AOS</td> <td>07/01/2024</td> <td>07/01/2025</td> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td>\$5,000,000</td> </tr> <tr> <td>B</td> <td> ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY </td> <td></td> <td>459-43-09 MA</td> <td>07/01/2024</td> <td>07/01/2025</td> <td>BODILY INJURY (Per person)</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>BODILY INJURY (Per accident)</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PROPERTY DAMAGE (Per accident)</td> <td></td> </tr> <tr> <td>A</td> <td> ☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION </td> <td></td> <td>BE020407826</td> <td>07/01/2024</td> <td>07/01/2025</td> <td>EACH OCCURRENCE</td> <td>\$10,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td>SIR applies per policy terms & conditions</td> <td></td> <td></td> <td>AGGREGATE</td> <td>\$10,000,000</td> </tr> <tr> <td>B</td> <td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td> <td></td> <td>WC014111693</td> <td>07/01/2024</td> <td>07/01/2025</td> <td>☒ PER STATUTE ☐ OTHER</td> <td></td> </tr> <tr> <td></td> <td>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)</td> <td>Y / N</td> <td>WC014111695</td> <td>07/01/2024</td> <td>07/01/2025</td> <td>E.L. EACH ACCIDENT</td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>If yes, describe under DESCRIPTION OF OPERATIONS below</td> <td>N / A</td> <td>WC014111697</td> <td>07/01/2024</td> <td>07/01/2025</td> <td>E.L. DISEASE-EA EMPLOYEE</td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>E.L. 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CERTIFICATE HOLDER 5 Flags Trolley Company 226 E Intendencia St PENSACOLA, FL 32502			CANCELLATION 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 																																																																																																																																										

Holder Identifier :

Certificate No : 570109726945



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ACORD 25 (2016/03)

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Appendix

Hold Harmless Agreement

Hold Harmless Agreement

The Contractor shall indemnify and hold harmless the City of Pensacola, it's 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 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.

By the signature to this document the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms.

In witness whereof I have here unto set my hand and seal this 12th day of APRIL in 2025

Name of Contractor WINTERFEST OF PENSACOLA INC

Notary

Signature



(Stamp)

Signature of Legally Authorized Representative

DENISE CHENEL DAUGHTRY

Printed Name

PRESIDENT

Title

Appendix

E-Verify System Participation

In compliance with the provisions of Florida Statute § 448.095, Five Flags Trolley Co. requires that all contractors and subcontractors engaged in work under this project utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all newly hired employees. Contractors must ensure that any subcontractors they engage also comply with these requirements.

Five Flags Trolley Co. is registered with E-Verify under Company ID **2661547**.

We certify that we are in full compliance with these requirements and understand that non-compliance may result in disqualification from this and future contract opportunities, as well as any applicable penalties under Florida law.

Appendix

Adherence to Federal, State, County, and City Laws and Regulations

D.C. Reeves, Mayor **2024 - 2025**

ACCOUNT # 127250

LOCATION 226 E. INTENDENCIA ST
PENSACOLA, FL 32501-6023

EXPIRES 09/30/2025

RECEIPT # 110798

OWNER(S) WINTERFEST OF PENSACOLA

010002 Gen Employee Category (3)

Post in Conspicuous Place

FIVE FLAGS TROLLEY COMPANY
226 E INTENDENCIA ST
PENSACOLA, FL 32501-6023

ESCAMBIA COUNTY BUSINESS TAX RECEIPT



Scott Lunsford
Escambia County Tax Collector

TAXI/LIMO SERVICE

FIVE FLAGS TROLLEY COMPANY

226 E INTENDENCIA ST
PENSACOLA, FL 32502

2024 / 2025

EXPIRES: SEPTEMBER 30, 2025

BUSINESS: FIVE FLAGS TROLLEY COMPANY

ACCOUNT NO: 636867

OWNER NAME: WINTERFEST OF PENSACOLA INC

LOCATION: 226 E INTENDENCIA ST GROUP TYPE: 47181 TOTAL: 26.25

Paid 09/27/2024

26.25

This business tax receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

THE ISSUANCE OF THIS RECEIPT DOES NOT ENSURE COMPETENCY

Appendix

2024 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N04000004472

Entity Name: WINTERFEST OF PENSACOLA, INC.

Current Principal Place of Business:

226 EAST INTENDENCIA STREET
PENSACOLA, FL 32502

Current Mailing Address:

226 EAST INTENDENCIA STREET
PENSACOLA, FL 32502

FEI Number: 20-1079497

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MINSHEW, LISA
433 EAST GOVERNMENT STREET
PENSACOLA, FL 32502 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name POWERS, DENISE C
Address 226 EAST INTENDENCIA STREET
City-State-Zip: PENSACOLA FL 32502

Title V
Name YOUNG, JACQUELINE
Address 131 CALLE DE SANTIAGO
City-State-Zip: PENSACOLA FL 32502

Title S
Name MINSHEW, LISA
Address 433 E GOVERNMENT STREET
City-State-Zip: PENSACOLA FL 32501

Title T
Name DAVIDSON, JOSH
Address P.O. BOX 423402
City-State-Zip: SAN FRANCISCO CA 94142

Title D
Name BENSON, LOIS
Address 522 EAST ZARAGOZA STREET
City-State-Zip: PENSACOLA FL 32502

Title D
Name EDWARD PATE
Address 921 BROOKSIDE COURT
City-State-Zip: PENSACOLA FL 32503

Title DIRECTOR
Name BONNIN, STEWART
Address 3201 E OLIVE RD
City-State-Zip: PENSACOLA FL 32514

Title DIRECTOR
Name RICHARD, FILLMORE
Address 4300 BAYOU BLVD
SUITE 33
City-State-Zip: PENSACOLA FL 32503

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DENISE POWERS

P

04/29/2024

Electronic Signature of Signing Officer/Director Detail

Date

Appendix

Seller of Travel License



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

October 14, 2024

WINTERFEST OF PENSACOLA, INC.
226 E INTENDENCIA ST
PENSACOLA, FL 32502-6023

SUBJECT: Seller of Travel Registration License
Registration #: ST37047

Your application and fee for a license as a seller of travel as required by Chapter 559, Florida Statutes, have been received and processed.

Your registration certificate appears below. This certificate should be detached along the dotted line and prominently displayed at your primary place of business. Each contract of a seller of travel must include the phrase "WINTERFEST OF PENSACOLA, INC. DBA: FIVE FLAGS TROLLEY COMPANY is registered with the State of Florida as a Seller of Travel. Registration No. ST37047." Each advertisement of a seller of travel must include the phrase "Fla. Seller of Travel Ref. No. ST37047."

Proof of a current license must also be presented before the local occupational license(s) may be issued or renewed. This license will expire on November 16, 2025.

If you have any questions, please do not hesitate to call the Division of Consumer Services at 800-435-7352 or 1-800-HELP-FLA.

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **ST37047**
Issue Date: October 14, 2024
Expiration Date: November 16, 2025

POST CERTIFICATE
CONSPICUOUSLY

Florida Seller of Travel License
Chapter 559, Florida Statutes

WINTERFEST OF PENSACOLA, INC.
DBA: FIVE FLAGS TROLLEY COMPANY
226 E INTENDENCIA ST
PENSACOLA, FL 32502-6023

A handwritten signature in black ink, appearing to read "WILSON SIMPSON".

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

Appendix

Corporate Registration and Nonprofit Certification

Electronic Articles of Incorporation For

N04000004472
FILED
May 04, 2004
Sec. Of State
dbrown

WINTERFEST OF PENSACOLA, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

WINTERFEST OF PENSACOLA, INC.

Article II

The principal place of business address:

105 E. GREGORY SQUARE
PENSACOLA, FL. 32502

The mailing address of the corporation is:

105 E. GREGORY SQUARE
PENSACOLA, FL. 32502

Article III

The specific purpose for which this corporation is organized is:

ANY LAWFUL BUSINESS OR ACTIVITY PERMITTED UNDER THE LAWS OF
THE UNITED STATES OR THE STATE OF FLORIDA.

Article IV

The manner in which directors are elected or appointed is:

MAJORITY OF MEMBERSHIP

Article V

The name and Florida street address of the registered agent is:

VINCENT J WHIBBS JR.
105 E. GREGORY SQUARE
PENSACOLA, FL. 32502

Appendix

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: VINCENT J. WHIBBS, JR.

Article VI

The name and address of the incorporator is:

VINCENT J. WHIBBS, JR.
105 E. GREGORY SQUARE
PENSACOLA, FL 32502

Incorporator Signature: VINCENT J. WHIBBS, JR.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
MICHAEL FRICK
56 E. CHASE STREET
PENSACOLA, FL. 32502

Article VIII

The effective date for this corporation shall be:

05/04/2004

N04000004472
FILED
May 04, 2004
Sec. Of State
dbrown

Appendix

2005 NOT-FOR-PROFIT CORPORATION REINSTATEMENT

DOCUMENT # N04000004472 1. Entity Name WINTERFEST OF PENSACOLA, INC.					
Principal Place of Business 105 E. GREGORY SQUARE PENSACOLA, FL 32502				Mailing Address 105 E. GREGORY SQUARE PENSACOLA, FL 32502	
2. Principal Place of Business 226 East Intendencia Street Suite, Apt. #, etc.		3. Mailing Address 226 East Intendencia Street Suite, Apt. #, etc.		10042005 REIN-NP CR2E099 (6/04)	
City & State Pensacola, FL		City & State Pensacola, FL		4. FEI Number 201079497	
Zip 32502		Country U. S.		5. Certificate of Status Desired ☒ \$8.75 Additional Fee Required	
6. Name and Address of Current Registered Agent WHJBBS, VINCENT J JR. 105 E. GREGORY SQUARE PENSACOLA, FL 32502				7. Name and Address of New Registered Agent Name <u>Lisa Minshew</u> Street Address (P.O. Box Number is Not Acceptable) <u>433 East Government Street</u> City <u>Pensacola</u> <u>FL</u> Zip Code <u>32502</u>	
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.					
SIGNATURE <u>[Signature]</u> 10/6/05 Signature, typed or printed name of registered agent and title if applicable (NOTE: Registered Agent signatures required when reinstating)					
FILE NOW!! FEE IS \$61.25 After January 1, 2006, Fee will be \$122.50		In accordance with s. 607.193(2)(b), F.S., the corporation did not receive the prior notice.		Make check payable to Florida Department of State	
10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10		
TITLE NAME STREET ADDRESS CITY-ST-ZIP	P FRICK, MICHAEL 56 E. CHASE STREET PENSACOLA, FL 32502	☒ Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	P Denise Chenel Daughtry 226 East Intendencia Street Pensacola, FL 32502	☒ Change ☐ Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	☐ Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	V Jacqueline Young 131 Calle de Santiago Pensacola, FL 32502	200060726542 10/18/05--01078--007 **70.00	☐ Change ☒ Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	☐ Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	S Carol Goettsche 1408 La Rua Street Pensacola, FL 32501		☐ Change ☒ Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	☐ Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	D Dot Sims 56 East Chase Street Pensacola, FL 32502		☐ Change ☒ Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	☐ Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	D Lois Benson 522 East Zaragoza Street Pensacola, FL 32502		☐ Change ☒ Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	☐ Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	D Lisa Minshew 433 East Government Street Pensacola, FL 32502		☐ Change ☒ Addition
12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with my address, with all other like empowered.					
<u>[Signature]</u> President Denise Chenel Daughtry					

Appendix

NonProfit Reinstatement Attachment

Winterfest of Pensacola, Inc.

FEI Number: 201079497

Additions to Officers and Directors

TITLE	D
NAME	Melinda Beckett
STREET ADDRESS	4565 LaVallet Lane
CITY-ST-ZIP	Pensacola, FL 32502

TITLE	D
NAME	Malcolm Ballinger
STREET ADDRESS	41 North Jefferson Street Suite 300
CITY-ST-ZIP	Pensacola, FL 32502

TITLE	D
NAME	Alice Grant
STREET ADDRESS	1250 Ainsworth Drive
CITY-ST-ZIP	Gulf Breeze, FL 32563

TITLE	D
NAME	Beth Spiegle
STREET ADDRESS	600 South Palafox Street
CITY-ST-ZIP	Pensacola, FL 32502



Trolley Transit Services

City of Pensacola | RFP No. 25-028 | April 23, 2025

A. INTRODUCTION

April 23, 2025

City of Pensacola
ATTN: Dedria Lunderman, Purchasing manager
222 W. Main Street, Pensacola, FL 32502

RE: RFP No 25-028, Trolley Transit Services

Dear Dedria,

On behalf of our Florida Team, the entire LAZ Transportation family is honored to submit the enclosed proposal to operate the City of Pensacola Trolley Transit Services. We sincerely appreciate the opportunity to participate in this process and assure you that, if selected as your transportation partner, LAZ will deliver the same customer-focused service and dedicated management oversight that has earned us the trust of hundreds of clients within the State of Florida and thousands across the country.

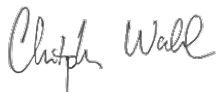
With local team members as residents of Pensacola and Directors in our Home Office born at Sacred Heart, we believe our approach will expand interest in utilizing trolley service through reliability and care for people. By partnering with us, you can expect improved customer service, reduced operational costs, a well-maintained fleet, and enhanced public confidence in transportation management services. We are eager to collaborate with City of Pensacola to operate its Trolley Transit Services and contribute to its ongoing success.

Our service standards include:

- **Safe, Reliable, Clean Transportation**
- **Best-in-Class, Current Technology - Including AI and Cloud Interfaces**
- **People First Customer Service**

These principles, paired with our best practices in public transit and trolley operations, ensure we deliver the highest quality partnership. We are grateful for this opportunity and hopeful to earn the privilege of serving the City of Pensacola. We welcome further discussion on our proposal and are happy to provide any additional information or address any questions.

Sincerely,



Chris Walsh
SVP, Florida

404 Washington Ave, Suite 640
Miami Beach, FL 33139
C: (786)566-3086
cwalsh@lazparking.com



Paula Henry
VP, Transportation

1200 Wilshire Blvd, Ste 100B
Los Angeles, CA 90017
C: (747) 254-9400
phenry@lazparking.com



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City of Pensacola

RFP No 25-028

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B. ORGANIZATION INFORMATION



Business Structure

LAZ was founded in 1981 by our current CEO and two of his closest friends. Alan LAZowski, Michael Harth, and Jeffrey Karp. Joined shortly after by Michael Kuziak, they began what is now LAZ Karp Associates, LLC. *dba LAZ Parking* with the simple goal of parking cars at their favorite restaurant. 44 years later LAZ has grown to over 4,000 locations across 42 States and we are proud to say we hold Florida as one of our regional hubs. As a company that is dedicated to people since its inception, LAZ continues in their goal of “Creating Opportunities for Our Employees and Value for Our Clients.”

Business Statistics

- Structure: Limited Liability Corporation Listed as LAZ Parking LTD, LLC Florida Sec. of State 1192094008CC
- Number of Years in Business: 44
- Total Staff and Experience: 16,250+ Employees. Active in 42 States and 531 Cities including Pensacola.
- Distance to Site: 5 Miles – Local Operating Hub is Pensacola Airport PNS.
- Active litigation in last 10 years: LAZ is proud to have no major litigation, contract defaults, or liens in the last 10 years.

Organizational Experience

TRANSPORTATION EXPERTISE - With a nationwide presence spanning 100 transportation operations, LAZ has extensive experience managing simple to high-volume transit operations. In particular, LAZ currently operates 40 trolleys for both public and private interests with the majority being municipal operations.

Our ability to do so successfully is grounded in our expertise. This includes fleet management, route optimization, compliance with industry regulations, and the integration of advanced technology for real-time monitoring and reporting. Further, by cultivating and maintaining a people-first culture, we prioritize safety training, excellence in customer service, and continuous improvement known to us as R.A.V.E.S (Recognizing Acts of Value and Excellent Service). This ensures our operators are more likely to become welcomed faces in the Pensacola community.

TECHNOLOGY – Recognized as a finalist for Digital Transformation of the Year by an industry leading technology platform, LAZ provides smart, safe, and efficient services.

This materializes as a commitment to reliable customer communication through technology. Through standard offering of a bus tracking app customized to the City of Pensacola branding guidelines to passenger facing communication standards from our drivers, we are able to connect on a level not previously seen in trolley service. Whether preparing for a night perusing historic downtown or simply finding a ride from their car to one of the best restaurants on Palafox, we are prepared to help plan with tracking, communications, and eta.

HIRING AND TRAINING – LAZ currently maintains over 800 CDL operators and 2,300 drivers. With a retention rate over 80%, we understand how effective recruitment is critical to success.

Hiring the best employees who understand local needs, while being in alignment with company culture and job requirements, enhances reliability, increases efficiency, and improves overall performance. We do this by being a “Our People” company understanding that engaged employees are more likely to remain long-term, contributing to stability and a positive reputation for both LAZ and the City.

SAFETY PROGRAMS- LAZ has made the strategic decision to place safety at the forefront of our operations not solely for financial or other liability, but simply because it is the “right thing to do.”

Driven by comprehensive programs that protect employees, passengers, and the public, employees first complete an assessment during candidacy to customize their training path. This leads to individual attention which studies have found improved retention and application of training knowledge. Once onboard, candidates complete courses in defensive driving, injury prevention, and emergency response. Once on the road, they are supported by one of 10 regional safety managers, trainers, and auditors to ensure consistent use of their training. The end result is safe operations helping everyone sleep better at night.

COMMITMENT TO COMPLIANCE & SUSTAINABILITY – As an operator of heavy-duty vehicles, LAZ is committed to reducing the environmental impact of its transportation fleet through a variety of practices designed to minimize air pollution. Key among these are idling initiatives, fuel consumption reporting, emissions monitoring, and alternative fuel considerations for our operations.

Our Continued Success

LAZ's strength lies in its people. The corporate culture drives an employee-focused and customer service philosophy that sets it apart from other mobility providers. We 'want' our employees to 'want' to be a part of the Pensacola community and find that happy, engaged, and motivated individuals are crucial to that goal.

The company mission is centered on two key principles:

Create Opportunities for Employees. LAZ prioritizes not just providing jobs but also fostering personal growth opportunities for its employees. The company values its employees' commitment and emphasizes career progression within the organization.

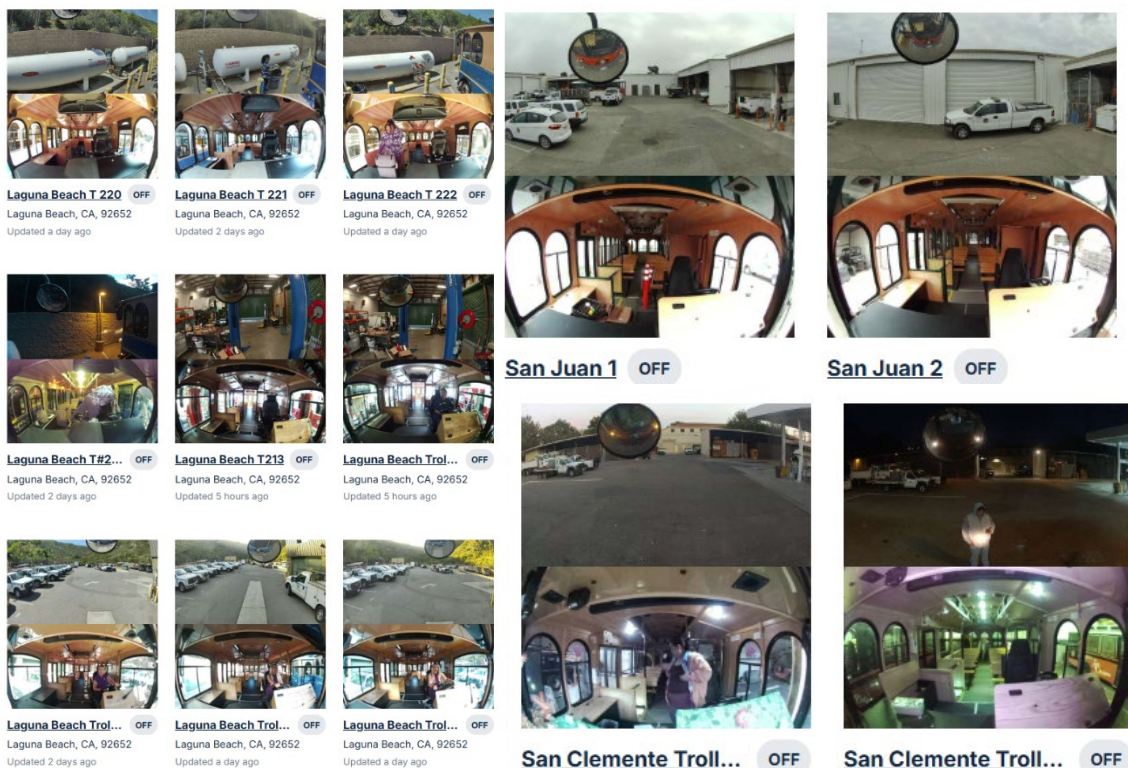
Create Value for Our Clients. LAZ builds long-term relationships based on trust and strives to deliver value to its clients and customers. By prioritizing the clients' best interests, the company believes in generating positive outcomes.



It is paramount for LAZ to invest in employee development, offer competitive benefits packages, and cultivate a positive company culture that embraces honesty and transparency. This supportive and rewarding workplace environment attracts top talent and ensures client success.

As the largest and fastest-growing privately-owned parking operator in the United States, LAZ attributes its continued growth, success, and client service to living out this mission.

Comparable Experience



Laguna Beach Trolley



Client And Operation Information

Contact Info	Details	Operation Info	Details
Contact	Andre Chism – Transit Supervisor	Vehicles	LAZ operates 24 ADA Trolleys year around with seasonal increases between June and September each year. 3 fixed routes, 7 days per week, covering a 15-mile stretch of Laguna Beach. Passengers are transported from parking areas to fixed destinations through the city. The service has since expanded to include demand response and other transit solutions.
Project Staff Involved with Pensacola	Jonathan Wilkins, Storme Fiske		
Project Cost	\$1.4M Annual		
Address	1875 CA 133 Laguna Beach, CA 92651	Passenger Volume	800K+ Annually
Phone/Email	949-497-0746 AChism@lagunabeachcity.net	Technology	Samsara/TransLoc (Ridesystems)
Contract Period	2021 to present		

Dana Point Trolley



Client And Operation Information

Contact Info	Details	Details
Client Contact	<i>Jennifer Anderson</i>	The Dana Point Trolley and Shuttle program began as a three-vehicle, weekend-only service, but through incremental additions over the years—and thanks to LAZ’s exceptional service and strong partnership with the City of Dana Point—it has grown into a robust operation with nine trolleys running seven days per week. LAZ covers over 20 miles of city and coastline streets.
Project Staff Involved with Pensacola	<i>Jonathan Wilkins and Storme Fiske</i>	
Project Cost	<i>\$300K Starting Annual</i>	
Address	33282 Golden Lantern Dana Point, CA 92629	Passenger Volume 400K+ Annually
Phone/Email	949-248-3571 JAnderson@DanaPoint.org	Technology Samsara/TransLoc (Ridesystems)
Contract Period	2015 to Present	

Pensacola Airport PNS



Client And Operation Information

Contact Info	Details	Details
Contact	<i>Michael Laven</i>	LAZ Operates 3 cutaway shuttles at Pensacola airport providing transportation to passengers from parking areas to the airport terminal. This service has been active since December of 2022 with LAZ taking on staffing, vehicle service, replacement, and on-time performance.
Project Staff Involved with Pensacola	<i>Tyler Madden, Jonathan Wilkins</i>	
Project Cost	<i>Not Disclosed</i>	
Address	2430 Airport Blvd Pensacola, FL 32504	Passenger Volume 150K+ Annually
Phone/Email	MLaven@cityofpensacola.com	Technology Samsara/Passio Systems
Contract Period	12/2022 to Present	



D. FINANCIAL CAPABILITY

Our strong balance sheet lets us stand ready to invest in new management systems and capital expenditure for this project. We have significant working capital through a \$175 million syndicated revolving credit facility provided by JPMorgan Chase Bank, N.A. Our long-term vendor relationships and buying power also provide cost savings.

Now and in the years ahead, LAZ Parking will serve you as a stable and reliable provider. We believe our extensive experience, combined with our operational efficiency and commitment to excellence, make us the ideal choice for this project. We're happy to provide any additional information you may require, including those listed below. We have attached our audited financials to further demonstrate our stability.

Further, in 2025 LAZ's investment partner, Argo Infrastructure Partners, saw immediate growth and increased stability through its acquisition by Apollo Global Management. This strategic move welcomes LAZ to over \$11 Billion of high-quality assets.

"Since its founding in 2013, Argo has had a mission to focus relentlessly on delivering on our innovative investment strategy, bringing creativity to a mature, but vital, sector," said Jason Zibarras, Argo's founder." Apollo's global reach, extensive resources and shared commitment to long-term value creation make them the ideal partner to carry forward Argo's mission.





E. SCHEDULING, COST AND QUALITY CONTROL

Scheduling System

LAZ Transportation Services utilizes a scheduling platform tailored to the needs of fixed-route transit operations. This system is powered by PEAK Transit and integrates directly into our onboard vehicles systems through cloud-connected devices. The system supports dynamic, real-time scheduling adjustments based on ridership demand, seasonal variations, local events, and traffic conditions. Our system manager will work closely with the City's Parking Director or designee to ensure services align with community needs. Shifts are structured to meet the City's specified operating windows—from one to seven days per week, and four to twelve hours per day—with consistent support from dispatch and telematics for communication and oversight.

Cost Control System

Our cost control framework is built around a straightforward, hourly rate model that promotes transparency and consistency. LAZ actively monitors key operating expenses such as fuel, maintenance, labor, insurance, and administrative overhead through a centralized tracking system. Weekly reports are generated to evaluate actual versus projected expenditures, ensuring financial discipline and contract compliance. This process also allows for early identification of variances and supports proactive decision-making to maintain efficiency throughout the service term. We have created two models based on minimum and maximum operating hours to give the City an accurate estimate of costs for this project.

Approach to Cost Estimating

We use a bottom-up cost estimating approach that reflects real-world operational needs. Each component—labor, equipment, fuel, repairs, and support services—is itemized and analyzed based on historic data, current pricing, and the specific service levels requested by the City. Estimates are regularly validated and adjusted as needed to ensure accuracy. This method provides a realistic financial picture that supports the City's budgeting and planning efforts. A detailed cost model is included below for reference.

Operating 7 Days Per Week – Sat-Sun, 12 Hours Per Day

	Year 1	Year 2	Year 3	Year 4	Year 5
July 2025 to June 2026					
REVENUE:					
Total Operating Cost	\$354,696	\$365,337	\$376,297	\$387,586	\$399,214
EXPENSES:					
WAGES AND BENEFITS					
SALARIES	\$114,937	\$118,960	\$123,123	\$127,432	\$131,893
BENEFITS AND TAXES	\$36,550	\$38,400	\$40,349	\$42,403	\$44,567
WAGES AND BENEFITS	\$151,487	\$157,360	\$163,473	\$169,836	\$176,460
OTHER EXPENSES					
OPERATING SUPPLIES	\$2,787	\$2,871	\$2,957	\$3,046	\$3,137
REPAIR AND MAINTENANCE	\$0	\$0	\$0	\$0	\$0
GKL & INSURANCES	\$34,128	\$37,403	\$41,000	\$44,952	\$49,293
CLAIMS RELATED DEDUCTIBLES	\$7,138	\$7,353	\$7,573	\$7,800	\$8,034
LICENSE/FEE/PERMITS	\$900	\$909	\$918	\$927	\$937
CONTRACT SERVICES	\$52,733	\$54,655	\$56,653	\$58,728	\$60,884
TELEPHONE or RADIOS	\$720	\$742	\$764	\$787	\$810
UTILITIES	\$0	\$0	\$0	\$0	\$0
ADMINISTRATIVE EXPENSE	\$20,468	\$5,212	\$5,394	\$5,583	\$5,778
ADDITIONAL EXPENSES (INPUT)	\$600	\$606	\$612	\$618	\$624
EQUIPMENT AMORTIZATION	\$60,181	\$60,181	\$60,181	\$60,181	\$60,181
EQUIPMENT DEPRECIATION	\$0	\$0	\$0	\$0	\$0
TOTAL OTHER EXPENSES	\$179,656	\$169,931	\$176,052	\$182,621	\$189,679
MANAGEMENT SERVICE FEE - N/A	\$0	\$0	\$0	\$0	\$0
INCENTIVE FEE - N/A	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENSE:	\$331,143	\$327,290	\$339,524	\$352,457	\$366,139
Per Hour Operating Rate	\$81.20	\$83.64	\$86.15	\$88.73	\$91.40

Operating 3 Days Per Week – Thurs-Sat, 4 Hours Per Day

Scope Adjustment and Value Engineering

LAZ applies a structured process for evaluating service modifications. Any proposed change is assessed for cost, operational impact, and benefit to the city. Our value engineering efforts are centered on increasing service efficiency—such as minimizing non-revenue miles, consolidating underutilized segments, and adjusting schedules to match demand. These strategies are designed to enhance the passenger experience while reducing unnecessary expenditures. All changes are reviewed in partnership with City staff and supported by detailed analysis.

Quality Control

Our quality control program ensures reliable, safe, and responsive service every day. Pre-trip inspections, driver logs, and daily vehicle checks are standard operating procedures. Key performance indicators—such as on-time performance, breakdown incidents, and customer feedback—are tracked and reported weekly. In the event of a complaint, LAZ follows a structured response process that includes verbal notification to the City within 24 hours and written follow-up within four days. Drivers receive training not only in safety and customer service but also in providing directions, local information, and assistance to elderly or disabled passengers. Our commitment to service quality reflects both the standards of the City and the expectations of the riders.

	Year 1	Year 2	Year 3	Year 4	Year 5
July 2025 to June 2026					
REVENUE:					
Total Operating Cost	\$197,929	\$203,867	\$209,983	\$216,283	\$222,771
EXPENSES:					
WAGES AND BENEFITS					
SALARIES	\$30,836	\$31,916	\$33,033	\$34,189	\$35,385
BENEFITS AND TAXES	\$9,806	\$10,302	\$10,825	\$11,376	\$11,957
WAGES AND BENEFITS	\$40,642	\$42,218	\$43,858	\$45,565	\$47,342
OTHER EXPENSES					
OPERATING SUPPLIES	\$2,358	\$2,428	\$2,501	\$2,576	\$2,653
REPAIR AND MAINTENANCE	\$0	\$0	\$0	\$0	\$0
GKL & INSURANCES	\$33,188	\$36,429	\$39,992	\$43,909	\$48,214
CLAIMS RELATED DEDUCTIBLES	\$3,428	\$3,531	\$3,637	\$3,746	\$3,859
LICENSE/FEE/PERMITS	\$900	\$909	\$918	\$927	\$937
CONTRACT SERVICES	\$19,286	\$19,934	\$20,604	\$21,299	\$22,017
TELEPHONE or RADIOS	\$720	\$742	\$764	\$787	\$810
UTILITIES	\$0	\$0	\$0	\$0	\$0
ADMINISTRATIVE EXPENSE	\$17,487	\$2,126	\$2,201	\$2,278	\$2,357
ADDITIONAL EXPENSES (INPUT)	\$600	\$606	\$612	\$618	\$624
EQUIPMENT AMORTIZATION	\$60,181	\$60,181	\$60,181	\$60,181	\$60,181
EQUIPMENT DEPRECIATION	\$0	\$0	\$0	\$0	\$0
TOTAL OTHER EXPENSES	\$138,148	\$126,886	\$131,410	\$136,320	\$141,653
MANAGEMENT SERVICE FEE - N/A	\$0	\$0	\$0	\$0	\$0
INCENTIVE FEE - N/A	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENSE:	\$178,790	\$169,104	\$175,268	\$181,885	\$188,995
Per Hour Operating Rate	\$223.90	\$230.62	\$237.54	\$244.66	\$252.00



F. PROJECT TEAM

Key Staff Members

Jonathan Wilkins · Director, Transportation Services East Coast



Jonathan joined LAZ in 2021 and now serves as the Director of Transportation Services for the East Coast. Jonathan holds a B.S. from the Florida State University and an M.B.A. from the Louisiana State University. He joined LAZ focused on special projects designed to enhance operational efficiency and service delivery such as coordinating our national network of transportation safety managers, overseeing our DOT reporting and claims processes, and the implementation of standardized camera and telematics technologies across our fleet of over 1,200 vehicles. With over 20 years of experience in transportation, his expertise and leadership continue

to drive innovation and operational excellence.

Jonathan will serve as the transition lead for Pensacola, ensuring our proposals connect to our results.

Paula Henry · Vice President, Transportation Services



Paula joined LAZ Parking in 2022 as the Vice President of Transportation Services. Paula attended Western Washington University where she received her bachelor's in urban planning. Her focus is on maximizing both the clients' and LAZ's operating results for each location and encouraging growth through new business opportunities and implementing new technologies. Paula brings over 25 years of transportation experience to LAZ, having managed large bus and rail operations and fleets in multiple regions. In her role, Paula oversees our rapidly growing shuttle operation, which encompasses all service lines.

Back Office Support Staff – Exhaustive List of Roles

Team Member	Support Role	Team Member	Support Role
Darshan Patel	Accounting Lead	Erika Urquiza	GM
Jenny Leader	Accounts Payable	Luis Macedo	GM
Tina Cyr	Accounts Payable Manager	Chris Gabow	Help Desk
Aleeta Rampertab	Accounts Receivable	Christopher Pond	Help Desk
Ana Duran	Accounts Receivable	Arleene Williams	Human Resources
Helen Benoit	Accounts Receivable Admin	Magdalene DiPaolo	Human Resources
Jacqueline Daniels	Accounts Receivable Admin	Wendy Taylor Wampler	Human Resources
Ketrinah Batista	Accounts Receivable Admin	Peter Kasper	Insurance Compliance
Pete Gerardi	Accounts Receivable Admin	Anthony Mele	IT - Networking
Jane Davey	Acquisitions Manager	Ben Brosious	IT - Networking
ClaimsDB	Admin	Eric Zenhye	IT - Networking
Eric Csinsi	Admin	Alexander Kowalczyk	IT Audit
Lillian Parrotta	Administrative Assistant	Brendan Connelly	IT Audit
Stephanie Pelletier	Administrative Assistant	Michael Guerette	IT Software
Tessa Benson	Administrative Assistant	Will Bouhuys	IT Software
Adrian Bistolfi	Auditor	Glenn Terk	Legal
Charles Catalano	Auditor	Hilary Cantone	Legal
Jessica Hover	Banking	Spencer Duke	Legal
Kathleen Kobos	Banking	William Rocha	Legal
Melissa Peterson	Banking	Kim Spagnulo	Marketing
Alexander Moreira	BI Admin	Patrick Ryan	Marketing
Jason Bendett	CFO	Robert Maroney	Marketing
Nathan Owen	CFO	Devon Martin	NAVAdministrator
Andriana Stefak	Claims Manager	Ryan Dollar	Operations Manager
Wendy Sternburg	Claims Manager	Christopher Jenard	PARIS Admin
Heather Parker	Compliance	Muqit Khandaker	PARIS Admin
Korin Adamites	Contract Compliance	Brian Murphy	Payroll
Evan Villanova	Corporate Accountant	Daniel McCormick	Payroll
Frank Fazzino	Corporate Accountant	Rachel Rosenberg	Regional Accountant/Controller
Jaime Asselin	Corporate Accountant	Christopher B. Walsh	RVP
Kevin Mathews	Corporate Accountant	Georgi Taja	RVP
Michael Lemke	Corporate Accountant	Kyle Retter	Safety
Michael Rehl	Corporate Accountant	Audit DB Service Account	Service Account - Read Only
Mike Kallipozis	Corporate Accountant	Jonathan Cabrera	Tax Analyst
Nick Richards	Corporate Accountant	Nick Cody	Tax Analyst
Nicole Bisson	Corporate Accountant	Kevin Briggs	Tax Department
Chelsea Donnelly	CRS Accountants	Pablo Melendez	Tech Implementation
Christopher Petrucci	CRS Accountants	Taylor Matulis	Tech Implementation
Dmitriy Ignatyuk	CRS Accountants	Annette Brodeur	Treasury
Ricardo Dacosta	CRS Administration	Kelly Krezinski	Treasury
Phillip Smith	Data Entry		
Evan McDuffie	FPA		

On-Site Staff

Tyler Madden · General Manager, Pensacola

Tyler Madden will directly oversee the operation of the trolley system in Pensacola. Tyler will be our local transition lead for the project while our national support oversees the overall project.

His role at the Pensacola airport will be temporarily backfilled by his current Assistant General Manager to dedicate 100% of focus on the trolley system.

Bio

Tyler Madden is LAZ’s General Manager for the parking operations at Pensacola International Airport. He has over twelve years of diverse experience in the parking industry including valet, commercial parking garages, event parking and shuttle bus operations. Tyler started his career in parking as a valet supervisor while earning his B.S. degree in Finance from Florida Atlantic University. After spending a short time working in the finance field, Tyler continued his career in parking as an Assistant Manager in the hospitality industry. Shortly thereafter, he was promoted to Project Manager. Tyler joined LAZ Parking and moved into an expanded role as an Area Manager, overseeing the operations of six diverse locations. In his current role, he manages the parking operation, shuttle program, as well as curbside uniformed traffic officers at the Airport’s terminal. Tyler is studying to attain his CPP (Certified Parking Professional), a designation offered through the National Parking Association.

Education

<i>Bachelor of Science in Finance and Economics</i>	May 2013
Florida Atlantic University	Boca Raton, Florida

Work Experience

<u>LAZ Parking</u>	August 2018-Present
<i>General Manager – Pensacola International Airport</i>	Pensacola, Florida

- Manage daily operations of multiple airport parking facilities handling over 1,000 vehicles per day
- Supervise a team of 45+ attendants, cashiers, shuttle drivers, traffic officers and supervisors
- Responsible for the hiring, training, and development of staff to support the services provided, and align with company policies and procedures
- Increased scores on third party safety and customer service audits to above 93% by providing performance feedback to maximize team members potential and establishing incentive programs
- Analyze usage trends and adjusted staffing and shuttle schedules accordingly to maximize efficiency and reduce labor costs
- Conduct regular audits and inspections to ensure safety, cleanliness and compliance with airport regulations
- Create and update a yearly budget for all revenue and expenditures ensuring net profit goals are reached

<i>Area Manager</i>	Broward/Palm Beach County, FL
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- Developed and implemented programs to improve guest and employee satisfaction
- Manage revenue and operating budgets while providing timely and accurate forecasts
- Establish and maintain accounting and auditing procedures
- Monitor equipment, supplies and parts inventories needed to support field activity
- Conduct daily organizational meetings to discuss service / operational objectives and issues, service scores and special events; coupled with weekly safety meetings and perform monthly facility inspections
- Ensure appropriate and timely investigation and response to guest and employee concerns
- Mentored and trained by Parking Enforcement Manager in the City of South Miami gaining a vast knowledge of City practice, policy, procedures, regulations, laws, ordinances, statutes and municipal codes.

Delray Sands Resort (USA Parking/SP+)

August 2014-August 2018
Highland Beach, Florida

Marriott Resort and Spa (Towne Park)

August 2013-August 2014
Pompano Beach, Florida

Organization Approach – (Office Staff and On-Site Staff)

Key Personnel



On Site Leadership - Transition

In Florida, LAZ has a dedicated team of professional and administrative staff to support employees, clients, and operations, including Human Resources, Audit, Accounting, Marketing, IT, Facility Capex Management, and Accounts Receivable. Local focus ensures that clients receive boutique attention and a customized approach to their operation. Committed to this project will be Arleene Williams - Sr. HRPB, Tyler Madden – GM, and Erika Urquiza – GM Florida. They are all committed to a minimum of 1 month participating in our transition process, two weeks on the ground before and after transition, with Tyler committed to the duration of the term.

Support Team - Transition

Also participating in this project are members of our home office support team. Christopher will oversee all staffing appropriation to this project, Marissa Sousa is our lead for talent acquisition and staffing, Jonathan Wilkins will be on the ground to oversee the entire transition process, Kristin Martinez provides oversight for all financials, and Paula Henry is our Vice President keeping everyone aligned. We are all committed to the success of this project and will be directly involved in implementation and ongoing success.



G. KNOWLEDGE OF LOCAL CONDITIONS

This is the heading the writer of this proposal enjoys discussing.

LAZ is proud to bring not only technical experience but also deep local familiarity to the City of Pensacola. We currently operate ground transportation services at Pensacola International Airport, where we have developed a strong working relationship with the City and have demonstrated our ability to manage reliable, customer-focused transportation operations in a high-traffic, service-sensitive environment. Our team is familiar with traffic patterns, hospitality-driven service expectations, and the seasonal dynamics that influence travel and transportation demand in the region. Operating one of the gateways to Pensacola gives us a unique opportunity to adjust to demand from multiple angles.

Leading this project will be Jonathan Wilkins, a native of Pensacola, Florida. Jonathan was born in Pensacola before moving to Daytona Beach, later graduating from FSU and still has family living in the city and throughout the Florida Panhandle. His lifelong connection to the area fosters both a personal and professional commitment to delivering services that reflect the City's values and expectations.

Pride in being from Pensacola was cemented by the American Legion Boys State program—an honor extended to just 50 young men across the state. During this experience, he traveled to Tallahassee and took part in immersive learning about Florida's government and history, including the pivotal role Pensacola played as Florida's first capital. The battle between placing the capital in Jacksonville of Pensacola ultimately saw the compromise of Tallahassee, the halfway point, being selected. It was here that he gave his first sales pitch, an ode to "Americanism," which helped shape his sense of duty and public service, which now informs his leadership approach in every contract he manages.

That leadership shows up in commitment to reinforcing safety practices through good driving habits, ensuring we represent Pensacola, and that technology functions as intended to capture all important data. We have mentioned our approach to driver training but can highlight our chapter on "the Professional LAZ Driver." It is here that we emphasize conflict resolution, professionalism, and customer service. This attracts ridership better than any billboard. A familiar, friendly face welcoming passengers to Florida's first and future!



H. UNDERSTANDING OF ROLES IN PROJECT DELIVERY APPROACH

The Laz Service Approach

Service **Goals**, Service **Solutions**, Service **Expectations & Results**

Pensacola Trolley Project Approach & Requirements

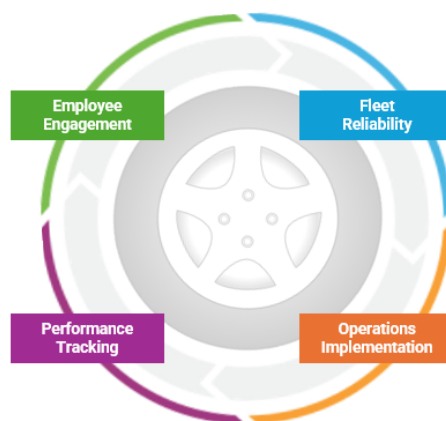
The project approach and plan for the Pensacola Trolley operation will be focused on four areas we find critical to the success of any operation. We focus on our drivers, vehicles, systems, and partners within the City.

Create Community

- P.I.C.N.I.C and R+ coaching
- R.A.V.E.S. and incentives
- Facilities and working conditions
- Safety and curated training

Measure Outcomes

- Weekly rhythm calls
- Driver feedback
- Technology and telematics
- Customized reports
- Benchmarks



Manage Vehicle Health

- Driver inspection support
- Periodic maintenance adherence
- Fleet management systems
- Lifecycle management
- Sustainability

Manage Systems

- Drivers and buses
- Rout planning and execution
- Communication
- Passenger relations

Create Community

Our most important asset is our people. Therefore, one of the most important components of the LAZ Transportation Trolley Operations Plan starts with the selection of the management team and all other team members. It is here that we achieve a few notable goals. After selecting, onboarding, and training our drivers and management team in the needs of Pensacola, we must ensure they are successful. This include leveraging the following:

- **P.I.C.N.I.C. and R+ Coaching**
 - Ensuring feedback is Positive, Immediate, and Certain or Negative, Immediate, and Certain is critical to success. R+ or positive coaching drives a feeling of belonging with our employees and we seek to leverage that into retention and success.
- **R.A.V.E.S. and incentives**
 - R+ coaching is coupled with open recognition of employee behavior. We celebrate out LOUD with recognition and tangible rewards.
- **Facilities and Working Conditions**
 - LAZ believes that the environment an employee is subject to is key to success. This is why we maintain our facilities with utmost care and provide employees with not just the essentials, but items they feel are necessary to perform their job well.
- **Safety and Curated Training**
 - With driver shortages a major problem, LAZ saw the need to hire and train differently. Customizing training to our driver by recognizing the value of their experience helps us empower drivers to make the best decisions and even inform ours!

Manage Vehicle Health

Now that our drivers are a part of the community, we have to provide them with equipment that is reliable and worthy of operation within the city of Pensacola. To do this, we manage vehicle health through the following:

- **Driver Inspection Reports Support**
 - We go beyond Driver Inspection Reports to ensure we are supporting our drivers' evaluation of vehicles. Cloud-based reporting allows us to analyze issues noted on inspection reports and automate sending that information to our maintenance partners. This reinforces our driver that their notes are being read and processed to keep vehicles in service.
- **Periodic Maintenance Adherence**
 - PMI scheduling is automated through our system to track operating hours and mileage of vehicles and schedule maintenance visits as predetermined intervals. Our maintenance partners receive a full vehicle health report from our telematics tool and are able to perform PMI's on our vehicles more efficiently, ensuring unscheduled repairs are kept at a minimum.
- **Fleet Management Systems**
 - LAZ is so dedicated to properly managing our fleet that we recently acquired FleetLogix, a management system dedicated to improving our state-of-the-art monitoring of vehicles and fleet. This process allows us to understand total cost of ownership, replacement triggers, and acquisition of vehicles capable of maintaining consistent service to the City.
- **Lifecycle Management**
 - Our fleet management approach is a true acquisition to retirement tracker. Going outside of recommendations such as Altoona testing, LAZ is able to make decisions on the fleet based on real time data reported from our vehicles.

Manage Systems

Understanding the core principle of Driver+Vehicle=Transportation service, we turn our focus to the systems used to maintain balance. This includes the following:

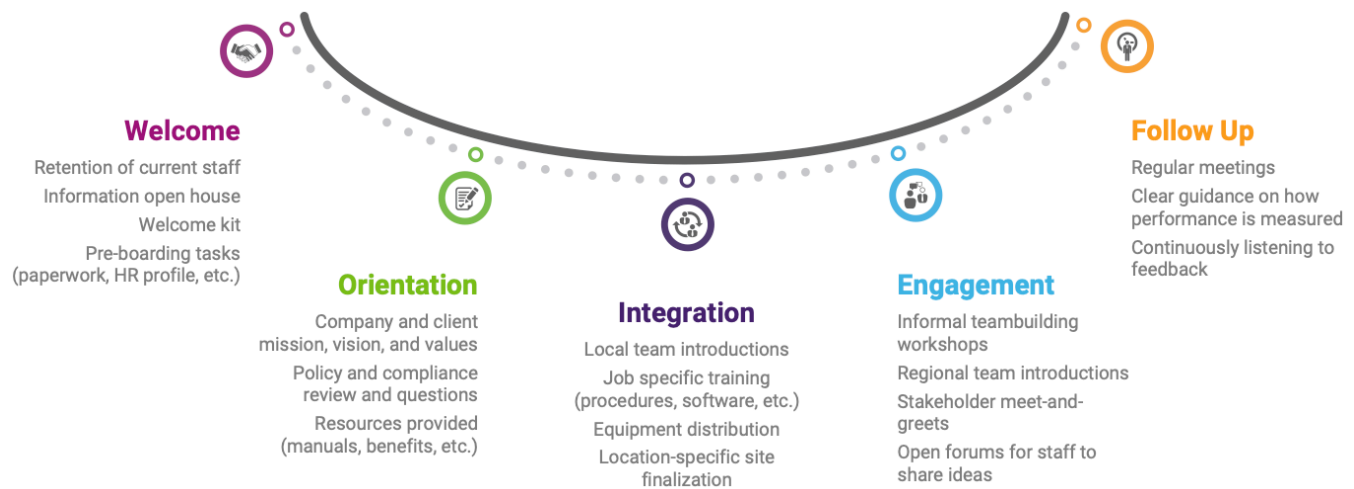
- Proper scheduling of drivers and buses
- Route planning and execution based on the needs of the City
- Communication to the public about service updates/disruptions (such as snow in Pensacola!)
- Passenger relations
 - Monitoring onboard technology to reinforce proper passenger interactions and behavior that meets the expectations of the City and LAZ.

Measure Outcomes

It is here that all of the other elements come together. Reporting necessary information to the City is essential and this is accomplished through:

- **Weekly Rhythm Calls**
 - We ensure we remain in-step with the City of Pensacola by scheduling calls leading up to the transition to LAZ as a partner as well as follow-up calls after startup. These calls begin as weekly, sometimes with multiple calls throughout the week, and continue through the duration of our partnership. The calls are focused on service delivery, schedule changes, challenges from the previous week, solution to those challenges, and a forward facing outlook.
- **Driver Feedback**
 - It is not lost on LAZ that the most important communication and safety feature on any of our vehicles is sitting in the driver's seat. This makes it essential for us to gather driver's feedback and relay this information to the City for possible improvements. This feedback is filtered and clearly communicated to maximize bit by bit improvement in service delivery.
- **Technology and Telematics** reporting provides real-time data for our operations to be successful.
- **Customized reports** enable the City of Pensacola to receive the reports of interest to your planners. We are able to customize reporting and provide streamlined actionable data at moment's notice.
- **Benchmarks**
 - LAZ constantly benchmarks itself against internal and external operations. These benchmarks are shared with the city to ensure a thorough understanding of comparable performance.

General Hiring Process



RECRUITING & HIRING PROCESS

We understand that the service we provide begins and ends with our front-line employees and how well we train and support them. Therefore, the recruitment process is especially important to ensure we are hiring the team members that will make a difference.

PRE – EMPLOYMENT PROCESS

LAZ has a comprehensive pre-employment screening program in place to make sure that only the most qualified candidates are chosen for employment. Pre-employment screening is an effective risk management tool that promotes a safe and profitable workplace by helping to limit the uncertainty inherent in the hiring process.

CURRENT HIRING & LOCAL PROCESS

Upon award, we will work closely with you to ensure our candidates come from within the city or regional boundaries. We value the experience and expertise of the incumbent workforce and consider our field staff the most valuable “asset” in this system.

BACKGROUND CHECKS

All candidates for employment, prior to receiving an employment offer, must successfully pass a criminal background check. Depending on the preference of our client at any given location, candidates also have to pass a pre-employment drug test.

PRE- EMPLOYMENT DRUG TESTS

Pre-employment drug testing is required of all candidates for employment. We administer similar drug screening tests at all managed locations in which the client requests that we do.

ORIENTATION

LAZ provides a robust orientation and training program known as “LAZification” – a welcome to our company culture and expectations and how those expectations align with the City of Pensacola.

PROACTIVE HIRING & CONTINUOUS HIRING

Our local HR team is continuously recruiting and on-boarding to ensure staff fills any turnover. This will allow us to have a large pool of candidates readily available to fill shifts. This proactive strategy mitigates the risk of being short-staffed due to turnover.

ACCIDENT PROCEDURE

LAZ is committed to responding promptly and accurately to all requests for information and to maintaining clear communication with Pensacola. Our notification procedures are as follows:

- **Timely Response:** LAZ will provide precise and timely responses to all information requests, ensuring that the city receives the necessary details without delay.
- **Deficiency Notifications:** In the event of any deficiencies in facilities, vehicles, or proposed changes to fixed routes, service expansions, alterations, or reductions, LAZ will promptly notify the client. This includes updates regarding any issues with technology or software management systems.
- **Notification Timeline:** All notifications will be made within **2 hours**, whenever possible. In extenuating circumstances, notifications will be provided within **24 hours**. All notifications, whether made verbally or in writing, will be documented and submitted in writing for record-keeping.
- **Incident Reporting:** In the case of accidents, injuries, or incidents, LAZ will provide immediate notification within the aforementioned timelines, including comprehensive investigation results. We will also include a preventability decision and outline our plan for preventing further incidents or injuries.

EMPLOYEE BENEFITS

We offer a very competitive benefits package for eligible employees that includes three medical plans and two dental plans, as well as options for vision, life, disability, accident, and critical illness insurance.

OPERATOR SAFETY GUIDELINES

LAZ has established comprehensive safety guidelines to ensure the well-being of drivers, passengers, and others. These guidelines align with all state and local motor vehicle regulations and emphasize defensive driving practices. Every operator is expected to drive safely, responsibly, and courteously.

Key operator safety requirements include:

- **Prohibition of impairment.** Operating a vehicle under the influence of alcohol, drugs, or prescription medication that impairs driving is strictly forbidden and may result in termination.
- **Prohibition of distracted driving.** Cell phone use while driving is prohibited. Calls must be completed when parked or via hands-free devices. Safety must always take precedence.
- **Fitness to drive.** Operators must not drive when impaired by illness, fatigue, injury, or medication. Any such issues must be reported to a supervisor before starting a shift.

- **Mandatory seatbelt use.** All operators must wear seat belts at all times, regardless of speed or location.
- **Vehicle security.** Operators are responsible for securing company vehicles. Vehicles must be turned off, keys removed, and doors locked when unattended.
- **Legal compliance.** Operators must obey all state and local traffic and parking laws.

Training

LAZ's onboarding program ensures that new employees are thoroughly prepared to deliver exceptional service and meet the company's high standards. The program is designed to combine classroom instruction, hands-on experience, and ongoing feedback, fostering both immediate competency and long-term professional growth.

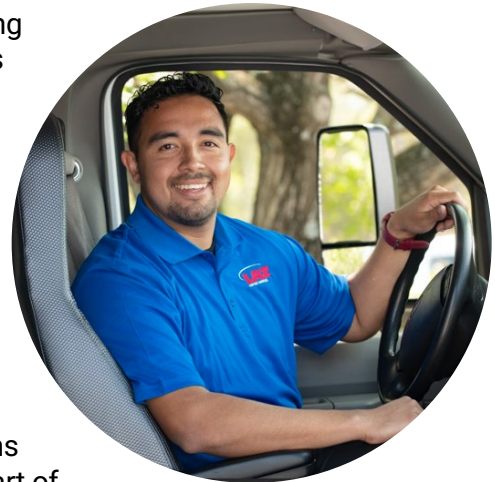


FIRST IMPRESSIONS

At LAZ, our company holds a firm belief that there are no second chances to create a good first impression. Upholding the highest standards of customer service and professionalism is paramount in every aspect of the business. Managers and personnel are keenly aware that they not only represent LAZ but also serve as ambassadors to the City.

Each interaction with customers is considered a "moment of truth," where lasting impressions are formed. Training programs are designed with a focus on this principle. Key topics include:

- **Smiling.** Recognized as the ultimate first impression, a smile reflects happiness and confidence, often prompting others to reciprocate. It can uplift spirits, as smiling is infectious.
- **Initiating conversation.** Speaking first demonstrates care and confidence to the customer, fostering trust in the service provider's ability to assist them.
- **Eye contact.** Regarded as the highest form of human courtesy, maintaining eye contact signals active listening and emphasizes the individual's importance.
- **Friendly conversation.** Building upon positive experiences, engaging in friendly conversation further solidifies the customer's perception. Such interactions are non-threatening and demonstrate initiative on the part of the service provider.



Trolley Specific Training Programs

Based on assessment performance, drivers are entered into our full New Driver Training program which includes:



NEW DRIVER TRAINING

Get Started – LAZ Policies and Expectations: Drug And Alcohol Policy, Mobile Phone and Seat Belt Use, Random Drug Test Program, Distracted Driving and Artificial Intelligence (A.I.) Camera Integration, Accident Policy and Reporting, Bloodborne Pathogens, Facility Tours, Know Your Vehicle – Overview, Components, And Operation, Your Vehicle, Your Responsibility – Proper Inspections, Maneuvering Your Vehicle Basics, Maneuvering Your Vehicle Intermediate, Maneuvering Your Vehicle – Defensive Driving, Elderly Customers and Customers with Disabilities, The Professional LAZ Driver, Standards Of Behavior, Passenger Relations, Communication Skills and Overview Of the Professional Driver.

DEFENSIVE DRIVING FOR ALL DRIVERS – DECISION DRIVING

The Five Principles of Decision Driving: Expand Your Look Ahead Capacity, Get the Birds Eye View, Signal Your Intentions Early, Plan an Escape Route and Take Decisive Action. The result of our detailed approach is a professional LAZ driver who can be trusted to make the best available decisions while operating their vehicle. These decisions include vehicle control skills that enable us to provide a safe transportation environment, as well as skills to properly address a passenger's needs both tangible and intangible during their journeys.

AMERICANS WITH DISABILITIES ACT & PASSENGER SENSITIVITY TRAINING

LAZ recognizes that some customers are people with disabilities. To ensure our Drivers have knowledge and understanding of the wide range of abilities of passengers and the best methods to interact with and assist them, LAZ includes a comprehensive ADA and passenger assistance training program for Drivers.

APPROACH TO PASSENGER SAFETY & COMPLIANCE WITH ADA LAWS

Our Recruitment Managers look for compassion as the number one trait in potential new employees. We take the responsibility of providing excellent transportation service for our passengers very seriously. To ensure the safety of our passengers during transport, we utilize the strictest ADA standards in the industry for pre-screening and training of all our personnel.



IN-SERVICE TRAINING

During the latter portion of training, trainees drive actual trolley routes and are expected to follow the same procedures as graduated Drivers. This includes, at minimum, driving under the immediate supervision of a Behind the Wheel trainer. This provides the new driver the opportunity to experience

customers, maintain a schedule, collect fares, etc., with an experienced Driver on-board to assist and evaluate. Trainees are tested frequently on their knowledge of operational policies and procedures.

TRAINING DOCUMENTATION

LAZ requires the Training Manager to be responsible for maintaining proper documentation of the training received by each employee and the satisfactory completion of each module. The training log will be the source document used to record trainee attendance, hours of instruction and coursework completion. A training certificate is presented to each successful trainee with a copy of the certificate going into the employee's record.

FIRST YEAR TRAINING & REFRESHER TRAINING

The training program does not end with the last day of the training schedule. As part of the company training program, LAZ has instituted Driver safety monitoring to measure the success of our training program and to determine the need for further training in specific areas. Safety monitoring for Drivers is accomplished by Supervisors who ride along with the Driver and monitor their safety habits. All Drivers are evaluated at least once during their first six months of employment. Each employee meets annually with a management employee to review performance and discuss potential improvements to the operations.

Service Level Monitoring & Customer Feedback

SECRET SHOPPER SERVICE

Trendsource, our third-party "Secret Shopper Service," evaluates the trolley transportation experience to ensure seamless and high-quality service. This program audits critical aspects of our operations, including ticketing efficiency, cashier professionalism, and facility cleanliness. Senior Management reviews the shopper's detailed report to verify proper ticketing procedures, transaction accuracy, and overall service quality. Appropriate actions are taken based on the feedback.

Key transportation-focused evaluation criteria include:

- Greeting and Customer Interaction
- Timeliness of Pick-Up and Drop-Off
- Driving Habits and Safety Compliance
- Vehicle Cleanliness and Maintenance
- Rider Comfort and Satisfaction
- Security Measures During Transport

The results of these evaluations are shared with the city to provide valuable feedback that drives continuous improvement in our transportation services. This unbiased feedback also helps us recognize and reward team members who deliver exceptional service, reinforcing our commitment to safe, efficient, and professional trolley operations.

CUSTOMER SURVEYS

Our survey program, based on transportation industry best practices, measures performance and identifies areas for improvement. Surveys are distributed through QR Codes as well as embedded google review links through NFC on trolleys and online.

ONLINE COMPLAINT PROCESS

Customers can report concerns online at www.lazparking.com. At LAZ, we view customer complaints as an opportunity to exceed expectations. While we strive to minimize complaints, occasional issues are inevitable given the volume of daily interactions.

All complaints are logged into an operational logbook, accessible to management and clients for review. This logbook helps identify recurring issues, enabling management to implement lasting solutions and enhance staff training to prevent future occurrences.

PATRON CLAIMS & COMPLAINTS

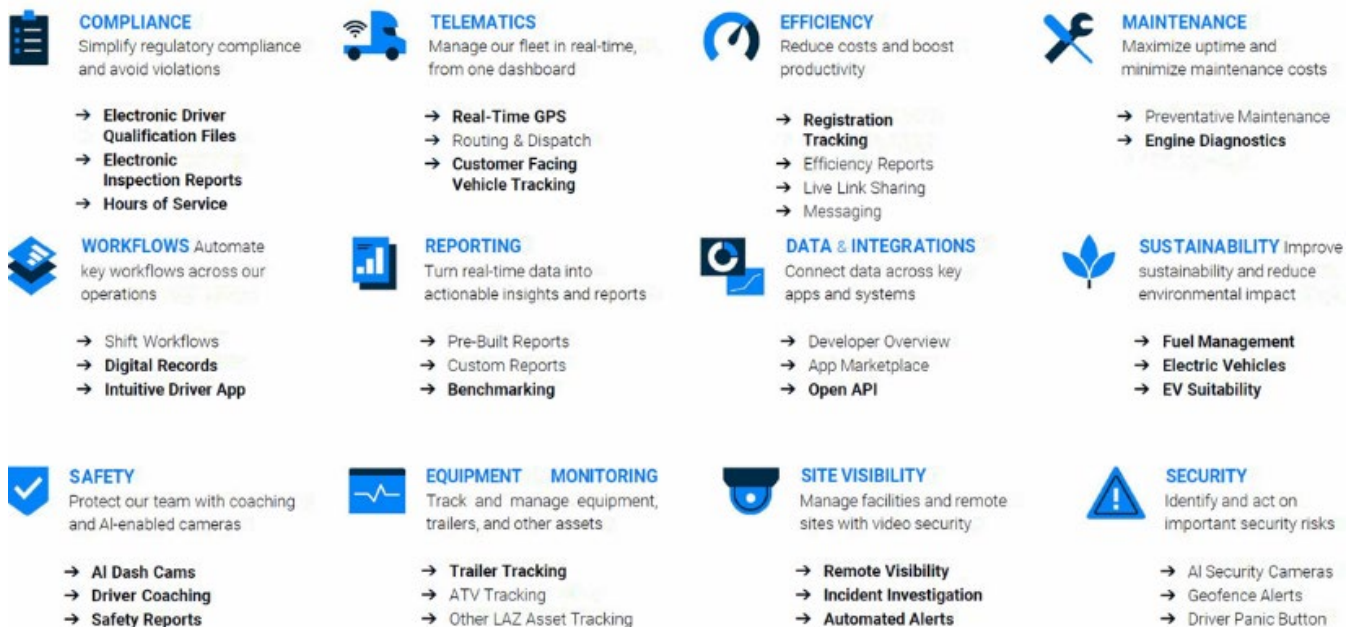
We promptly investigate and resolve all claims for vehicle loss or damage and service complaints, providing the city with the complaint, investigation documentation, and a written resolution.

Fleet Technology

LAZ Transportation has an extensive offering of innovative technology solutions. We customize solutions to fit the needs of each of our clients and ensure that we choose the best platform to enhance the customer experience.

Samsara

Advanced Telematics in



VEHICLE GATEWAY

The Vehicle Gateway provides **live GPS tracking**, engine diagnostics, a built-in **WiFi hotspot**, **advanced analytics**, and more. When used with the Samsara Driver App, the Vehicle Gateway supports DOT-

compliant ELD capabilities. It also serves as the hub for our AI Dash Cams to upload HD video footage to the Samsara Dashboard. Real-time GPS tracking

- Built-in 4G LTE WiFi hotspot
- Rich vehicle diagnostics & configurable alerts: fault codes, fuel levels, idling, and more
- Easily share live locations and
- ETAs with customers
- Routing & dispatch tools
- Two-way driver messaging
- Digital document capture and management workflows
- Analytics for utilization, route performance, fuel, and more

AI DASH CAM

The CM32 Dual-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM32 is purpose-built to reduce high-risk behaviors, like distracted driving and tailgating, lower safety-related costs, and provide deep visibility into fleet operations.



- Dual-facing camera
- Full HD 1080p resolution (720p for in-cab camera)
- Ultra-wide-angle lens (121° front-facing and 177° in-cab)
- Optimized for low-light and nighttime driving
- Infrared LED for in-cab recording at night
- Pairs with the Vehicle Gateway to auto-upload all incident footage to the cloud
- On-demand video retrieval for up to 60 hours of past driving time
- Embedded AI for live scene analysis of rolling stops, distracted driving, and more
- Built-in audio speaker for in-cab voice coaching
- Compatible with Panic Button to deliver footage directly to managers in emergency situations

Radio Dispatch

LAZ will manage, operate, and maintain the trolley bus dispatch radio system to ensure **headway requirements** are met and constant communication with vehicles on the road. The system will be monitored 24/7, with any incidents or notable activity logged in the **dispatch log** for tracking and accountability. LAZ uses cellular radios to monitor performance from near and far with local operations and our Home office able to tune in.

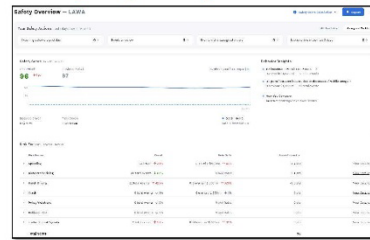
Trolley Bus Markings & Tracking

LAZ will ensure clear, visible signage on the exterior of trolley buses indicating route information. Interior signage will include the driver's name, LAZ's location name, contact telephone number, and current time. Staff will collaborate with the city to make any necessary adjustments.

Sample Reports

Day 1 Technology/Reports

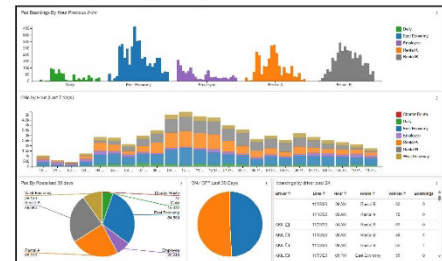
Safety Reporting - Samsara



= Instant Data Stream



Ridership Reports - PassioGo

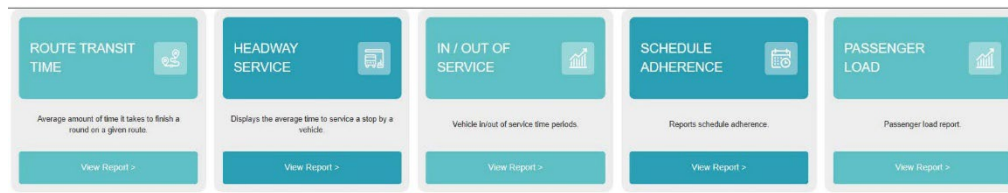


And more based on your needs....

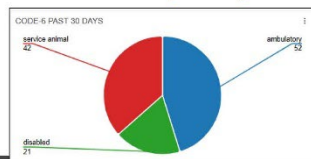


Reporting Capability

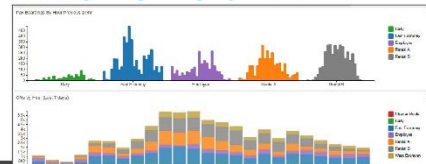
Passio APC-CAD/AVL Route Reports



ADA Reporting



Boarding/Alighting by Route/ Destination



Reporting Capability

Samsara Connected Cloud

= Full Catalog of Reports

Activity
Track distance, driving hours, visits, and other details of your assets and drivers.

- Activity Summary
- Trip History
- Jurisdiction Mileage
- Start / Stop
- Privacy Sessions
- Time on Site
- Co-Location
- Fleet Benchmarks

Driver Compliance
View and manage your drivers' HOS logs, violations, and history in real-time.

- HOS Violations
- Unassigned HOS
- Log Edits
- Driver HOS Audit
- Duty Status Summary
- Driver Qualifications

Driver Safety
Understand safety scores and trends for harsh events, speeding, and coaching.

- Safety Summary
- Coaching
- Driver Assignment

Devices
Analyze your fleet's devices' health and data usage.

- Gateway Health
- Camera Health
- Data Usage

Fuel & Energy
Analyze your fleet's fuel consumption, fuel costs, and idle time.

- Fuel & Energy
- Fuel Purchases
- IFTA
- EV Charging
- Driver Efficiency
- Idling Events
- EV Suitability
- Sustainability



RISK IDENTIFICATION AND MITIGATION

Risk identification and mitigation are critical to ensuring reliable and safe on-site trolley operations. LAZ employs a proactive and comprehensive approach to minimize safety, operational, financial, and reputational risks. This includes risk assessment, scenario planning, continuous training, collaboration with site stakeholders, and emergency response preparedness. LAZ's strategies ensure continuity of operations while maintaining the highest service standards for the Pensacola community.

Below is an analysis of risks specific to on-site trolley operations and the strategies LAZ employs to mitigate their impacts:

Risk	Impact	Mitigation Strategy
Severe weather (storms, snow, extreme heat)	Disruptions to trolley schedules and passenger safety concerns.	LAZ monitors real-time weather updates, adjusts routes as needed, equips drivers with weather-appropriate gear, and coordinates with site emergency services.
Unexpected passenger surges	Overcrowding, delays, and customer dissatisfaction.	LAZ uses demand forecasting, deploys additional trolleys during peak hours, and communicates with passengers via real-time app updates and on-site staff.
Insufficient staffing levels	Reduced trolley availability and longer wait times.	LAZ maintains a robust staffing pool and cross-trains personnel to handle multiple roles during shortages.
Trolley maintenance issues	Service interruptions and potential safety risks.	LAZ performs routine maintenance, maintains backup vehicles, and ensures rapid response from maintenance teams for repairs.
On-site construction or road closures	Route disruptions and delays.	LAZ collaborates with local planning teams to anticipate and reroute trolleys, ensuring clear communication to passengers through alerts and updated maps.
Medical emergencies or passenger safety incidents	Potential injuries and reputational harm.	LAZ trains staff in first aid and emergency protocols, equips vehicles with first aid kits, and coordinates with site police and emergency services.
Customer service issues (complaints, delays)	Reduced passenger satisfaction and reputation damage.	LAZ trains drivers and on-site staff in customer service excellence, provides real-time support through a dedicated hotline, and conducts post-incident reviews to address concerns.

Vehicle Maintenance

LAZ is dedicated to maintaining trolley vehicles in a safe, clean, operable, and sanitary condition, ensuring full compliance with Federal, State, and Local regulations. Daily inspections and cleaning will be conducted by internal staff as part of a robust maintenance program, while all vehicle inspections and service records will be securely maintained electronically through technology partners. Using cloud-based storage, these records will provide easy access and comprehensive historical tracking.

Although LAZ may not directly perform all vehicle maintenance, the company prioritizes preventive maintenance to ensure passenger safety, reduce unnecessary repairs, and maintain seamless program continuity. By managing third-party maintenance providers, LAZ ensures compliance with established standards and assigns a dedicated team to oversee trolley mechanics and operations for safe, efficient, and reliable service.



LAZ’s *Fleet Management Plan* is a comprehensive and flexible solution tailored to accommodate a range of operations, from driver-only contracts to fully inclusive fleet management services. This plan leverages technology, service data, and established processes to maximize fleet life expectancy and utilization. Key elements include:

- Collaborative maintenance partnerships. LAZ partners with a trusted maintenance provider for major repairs and preventive maintenance, ensuring timely service and expert handling.
- Internal oversight. LAZ staff perform daily inspections and minor repairs, supported by detailed guidelines and procedures available upon request.
- Advanced telematics. LAZ utilizes telematics technology to monitor mileage, fuel efficiency, and route performance. Daily reports are analyzed to optimize operational plans and ensure efficient fleet management.

By combining technology, reliable partnerships, and rigorous internal oversight, LAZ delivers a maintenance program that prioritizes safety, efficiency, and long-term vehicle performance.

MAINTENANCE GUIDELINES

Delivering consistent mechanical performance requires meticulous processes, reliable equipment, and skilled personnel. LAZ’s maintenance guidelines include:

- Adherence to OEM standards. All repairs will meet original equipment manufacturer (OEM) standards to ensure cost-effective, efficient vehicle operation.
- Prioritizing preventive maintenance. Regular inspections and maintenance address potential issues before they become costly or disruptive.
- Skilled technicians. Trained personnel ensure accurate diagnostics, reduced repair costs, and maximized vehicle availability.
- Detailed maintenance records. Accurate records support operational transparency and informed decision-making.

- Quality control empowerment. Engaged employees enhance repair quality, morale, and productivity.
- Performance standards. Clear guidelines set shared expectations and drive effective management oversight.
- Inventory tracking. Individual part tracking and repair history optimize inventory management.

Vehicle Inspections

DRIVER PRE- AND POST-TRIP INSPECTIONS

Drivers perform daily pre- and post-trip inspections of all visible and accessible vehicle components. Common issues identified include fuel leaks, missing O-rings, and damage to cylinder shields or other components.

GENERAL VISUAL INSPECTIONS

During preventive or unscheduled maintenance, general inspections are conducted on all readily accessible components. Typical findings include missing PRD vent caps and damaged cylinder valves.

DAILY INSPECTIONS WITH SAMSARA TECHNOLOGY

LAZ recommends using Samsara, a cloud-based system, for real-time tracking of inspections, vehicle condition, maintenance needs, mileage, and history. Features include:

- Customizable checklists tailored to operational needs.
- App-based inspections accessible online or offline.
- Unique driver logins for accountability.
- Review of prior reports, including flagged defects and repairs.
- Real-time photographic evidence for thorough documentation.

These records support both DOT inspections and internal quality reviews.

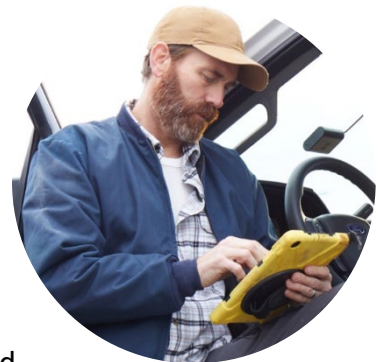
Preventive Maintenance Procedures

Preventive maintenance is central to LAZ's commitment to safety, cost efficiency, and fleet reliability. Activities include:

- Troubleshooting and repairing worn or defective components.
- Resetting and monitoring HVAC systems and fire protection alarms.
- Documenting all inspections and services.
- Performing or coordinating necessary repairs and component replacements.

Outsourced quarterly and annual maintenance ensures timely completion of services, including:

- Oil and filter changes
- Engine tune-ups
- Transmission and differential lubrication



- Charging system tests
- Auxiliary equipment and refrigeration servicing
- Wheel alignments and glass replacements

VEHICLE MAINTENANCE RECORDS

Each trolley will have a dedicated maintenance folder to document to track service history, including:

- Troubleshooting and minor repairs
- HVAC and fire system monitoring
- Preventive maintenance documentation
- Replacement of worn or failed components

This structured approach ensures thorough documentation, operational transparency, and reliability.

I. CERTIFICATION AS OR PARTNERSHIP WITH AN MBE/WBE/SBE

LAZ is not partnered with any Small/Minority/ Woman-Owned Business Enterprises as certified by the City of Pensacola. However, we are open to discussions with these firms as it is within our practice to maintain at least 2% MBE/WBE/SBE participation up to 5%.



ATTACHMENTS

In compliance with the guidelines of this RFP, all necessary forms have been signed and included.

A. Signature Sheet	33
B. State of Florida Affidavit	34
C. Drugfree Workplace Certificate	37
D. VBE Participation FOrm	38
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A. SIGNATURE SHEET

RFP No. 25-028

TROLLEY TRANSIT SERVICES

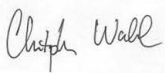
Signature Sheet

The undersigned, as proposer, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the bid specifications.**

Survey: How did you obtain this solicitation?

☐ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other: Gov Win

Signature  Date: 4/22/2025

Printed Name: Chris Walsh Title: Senior Vice President

Company: LAZ Parking Florida, LLC Address: 404 Washington Avenue, Suite 640

Telephone: 305-913-4882 X7678 City: Miami Beach

Fax: N/A State: Florida Zip: 33139

E-mail: cwalsh@lazparking.com

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

B. STATE OF FLORIDA AFFIDAVIT

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

Vendor Name: <u>LAZ Parking Florida, LLC</u>		
Vendor FEIN: <u>261172679</u>	Phone Number: <u>305-913-4882 X 7678</u>	
Vendor's Authorized Representative Name and Title: <u>Chris Walsh, RVP</u>		
Address: <u>404 Washington Avenue, Suite 640</u>		
City: <u>Miami</u>	State: <u>FL</u>	ZIP: <u>33139</u>

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: Chris Walsh

AUTHORIZED SIGNATURE

Print Name and Title: Chris Walsh, RVP

Date: 4/22/2025

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: LAZ Parking Florida, LLC

Date: 4/22/2025

Authorized

Signature: Chris Walsh

Printed Name: Chris Walsh

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debar 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.

LAZ Parking Florida, LLC

Company Name

Chris Walsh

Authorized Signature

Chris Walsh

Printed Name

4/22/2025

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

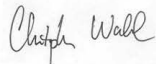
C. DRUGFREE WORKPLACE CERTIFICATE

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal 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 proposals 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

Chris Walsh

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

D. VBE PARTICIPATION FORM

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

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.

E. MWBE PARTICIPATION FORM

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise 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.

Respondent's Name:	Respondent's Principal Place of Business

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

NAME OF M/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1. N/A		
2.		
3.		
4.		
5.		
6.		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

F. SBE PARTICIPATION FORM

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a 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 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.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. N/A		
2.		
3.		
4.		
5.		
6.		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

G. ACKNOWLEDGEMENT OF ADDENDA

Addendum Date: April 15, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

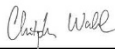
TROLLEY TRANSIT SERVICES

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: LAZ Parking Florida, LLC Date 4/22/2025

Authorized
Representative: Chris Walsh Title: Regional Vice President
Printed Name

Signature: 

Questions and Answers

- Q. What are the expected service days and hours per week (e.g., full 7 days or just weekends)?
A. This has not been determined.
- Q. Are the primary and secondary trolleys expected to operate simultaneously or as backups?
A. Back-up.
- Q. Will the City provide vehicle branding or is the contractor expected to handle decals and wraps?
A. City will provide artwork – the vendor will be responsible for installation.
- Q. Are there specific requirements for the trolley vehicles (age, appearance, emissions standards)?
A. None currently.
- Q. Does the City require electric or low-emission vehicles for this contract?
A. No.

- Q. Are there minimum or preferred ADA accessibility features for the trolleys?
A. Trolleys must be ADA accessible.
- Q. Can the trolleys be stored overnight on City property, or must the contractor provide secure storage?
A. Contractor must provide storage.
- Q. Is there a budgeted hourly rate or expected service cost ceiling for this contract?
A. No.
- Q. Is the pricing structure fixed-rate or subject to adjustment (e.g., fuel escalators, CPI)?
A. Fixed rate.
- Q. Is there an expected minimum number of hours or revenue for the contractor?
A. Not currently.
- Q. Does the City reimburse separately for fuel or include it in the hourly service rate?
A. Included in hourly rate.
- Q. Will shortlisted proposers be provided with access to detailed route maps, stop locations, and historical service data?
A. Yes.
- Q. Can the city provide the current year and make of trolleys in service?
A. The city does not have this information.
- Q. Can the city provide annual mileage for the trolleys in service?
A. The city does not have this information.

FINANCIAL SERVICES
PURCHASING

MEMORANDUM

TO: Respondents to RFP #25-028, Trolley Transit Services
FROM: Dedria Lunderman, Purchasing Manager
DATE: May 20, 2025
SUBJ: Notice of Intent to Award

Thank you for your proposals. After considering the information received, the committee ranked the firms as shown below.

- 1) Winterfest of Pensacola, Inc. dba Five Flags Trolley Company
- 2) LAZ Parking Florida, LLC

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, 2025. 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.

cc: Lissa Dees, – Constituent & Parking Services Director, City of Pensacola

Attachment (Matrix)

RFP NO. 25-028

Trolley Transit Services

Selection Committee Meeting (05/20/2025)
Written Submittals Evaluation

FIRMS <i>Raw Score</i>	Lissa Dees	Victoria D'Angelo	Amy Miller	TOTAL SCORE	RANKING ORDER
Winterfest of Pensacola, Inc. dba Five Flags Trolley Co.	95	67	97	259	1
LAZ Parking Florida, LLC	78	66	75	219	2

Motion: Lissa Dees made a motion to recommend to the mayor award of contract to the highest-ranked firm

Second: Amy Miller

Vote: 3-0

**CONTRACT BETWEEN CITY OF PENSACOLA AND
Winterfest of Pensacola, Inc. dba Five Flags Trolley Co.
BASED UPON REQUEST FOR PROPOSALS #25-028**

THIS CONTRACT (“Contract”) is made this ____ day of July 2025, 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 Winterfest of Pensacola, Inc. dba Five Flags Trolley Co., (“Contractor”), a corporation authorized to do business in Florida, located at 226 East Intendencia Street Pensacola, Florida 32502-6023, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City solicited for Request for Proposals #25-028, on March 25, 2025 (“RFP”), for Trolley Transit Services, as modified by any addendum to the RFP (“Addenda”), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “RFP Documents”); and

WHEREAS, in response to the RFP Documents, the Contractor submitted to the City a proposal dated April 22, 2025 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 as described in the RFP 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 for a period of 3 years from the date of the contract.

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 amount not to exceed three hundred forty-nine thousand and seventy-six dollars annually (\$349,076.00) 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.

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

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, D. C. Reeves

By _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

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 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

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):

☐ Lump Sum/Flat Fee

☒ Hourly Rate(s)

☐ Other: _____

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):

☐ Lump Sum/Flat Fee: _____

☒ Hourly Rate(s) are: \$137.00

☐ Other: _____

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

N/A

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):

☐ One-time, lump sum at the end of the work/project

☒ After submission of monthly or periodic invoices

☐ Other: _____

EXHIBIT A
RFP DOCUMENTS

EXHIBIT B

PROPOSAL

The Proposal dated April 22,2025, which Contractor submitted in response to the RFP Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

**CITY OF PENSACOLA, FLORIDA
REQUEST FOR PROPOSALS
RFP NO. 25-028**

TROLLEY TRANSIT SERVICES

Sealed and complete hardcopy proposals **with original or electronic signature**, and **three (3) additional copies**, plus **one (1) complete and identical electronic copy (single PDF file)** on flash drive or CD, must be received no later than **April 23, 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 FACE of the sealed submittal package shall **identify the respondent, the RFP title, and the RFP number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after the closing time 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 a bid/proposal bond is required:

- An insurance company's executed bond **may be included with the electronic submittal**.
- A certified check/cashier's check **must be delivered** to the address above.

Those submittals received will be opened and publicly acknowledged the **following business day** (*April 24, 2025, 10:00 A.M., local time*) via Microsoft Teams at the following link*: [Microsoft Teams proposal opening link](#).

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.

A proposal tabulation/Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Proposers are advised to check the website frequently.

Any questions concerning the proposal should be addressed and submitted in writing **no later than 10:00 A.M.**, local time, April 14, 2025, to:

Dedria Lunderman, Purchasing Manager
City of Pensacola
222 W. Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

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 to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item number when applicable, to waive any proposal informalities and to re-advertise for proposals 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.

SCHEDULE OF EVENTS (subject to change)

Date	Activity
March 25, 2025	Publish RFP
April 14, 2025, 10:00 a.m.	Questions due
April 23, 2025, 2:30 p.m.	Proposals due
April 24, 2025, 10:00 a.m.	Proposals opened/acknowledged
May 9, 2025, 9:00 AM City Hall, 6 th floor conference room 222 West Main Street, Pensacola, FL	Materials Distribution Meeting
May 20, 2025, 1:00 p.m. City Hall, 1 st floor conference room 222 West Main Street, Pensacola, FL	Evaluation Committee Meeting Ranking / Shortlisting Proposals
June 5, 2025, 900 a.m. City Hall, 1 st floor conference room 222 West Main Street, Pensacola, FL	Evaluation Committee Meeting Oral Presentations (optional) Recommendation of Contract Award

All times are local time.

I. GENERAL INSTRUCTIONS

- A.** Firms responding to the RFQ must be available for formal presentations/interviews to the Selection Committee.
- B.** Submittals should respond to each item noted in the Submittal Format and Evaluation Criteria in the order noted. Identify responses with the same paragraph notation as this RFQ.
- C.** Submittals must be typed or printed. All corrections made by the respondent prior to the opening must be initialed and dated by the respondent. No changes or corrections will be allowed after submittals are opened.
- D.** **Any addendum issued will be made available on the City's website at <http://www.cityofpensacola.com/bids.aspx>. Interested bidders are advised to check the site frequently.**
- E.** The City of Pensacola is not liable for any costs incurred by any interested party in responding to this RFQ.

II. SCOPE OF SERVICES

Contractor agrees to provide public transportation services in accordance with the routes, number of annual vehicle(s) miles and hours and services specified herein.

Contractor shall operate and maintain the system in compliance with the City operating policies and local ordinances applicable to this service, providing management, technical and operating personnel and services necessary for the operation of the City's fixed routed trolley program.

All services rendered shall be subject to the City and coordinated by the City.

Responsibility for the Contractor's day-to-day operations shall be vested in the Contractor's full-time system manager.

In addition, an officer or owner of the Contractor shall be available at all times, either by phone or electronic mail or in person to make decisions or provide coordination as necessary.

The City maintains the rights to inspect, examine or test, at any reasonable time, the Contractor's records (including, but not limited to financial, personnel or maintenance) and Contractor's equipment used in the performances of the work and otherwise monitor Contractor's work in order to assure compliance with this Scope of Service and Federal Transit Administration ("FTA") regulations and guidelines.

Contractor shall provide a minimum of one (1) primary and one (1) secondary trolley for the provision of City trolley services and shall operate upon the fixed routes provided by the city at a minimum of 1 day per week, maximum of 7 days per week, minimum of 4 hours per day and maximum of 12 hours per day. The routes, hours, and schedules shall be directed by the City Parking Director or her designee, according to ridership and the needs of the city, with the cost to the City being at the same hourly rate per vehicle per operating hour.

The successful proposer will be responsible for supplying all, vehicles, staff, supplies, fuel, licenses, maintenance, uniforms, tools, equipment, storage, and repairs necessary to fulfill the service agreement.

Vehicle chauffeurs (Drivers) employed by the Contractor for the purpose of providing Trolley Services shall be properly licensed operators. The Drivers shall possess the qualifications as required by the State of Florida and the City of Pensacola, Florida including but not limited to, a current commercial driver's licenses with a passenger endorsement. All Drivers shall be employees of Contractor.

Vehicle drivers shall be expected to:

1. Demonstrate courtesy, helpfulness and good driving habits;
2. Communicate events and passenger counts obtained by usual and customary logging procedures;

3. Log and report all events that impede vehicle movement; and
4. Record keeping of ridership during the regular operating hours

The contractor will operate the service according to the projected service hours as established by the city. The city will be responsible for providing information to be displayed by the contractor inside and outside the vehicles. The proposed routes in this proposal have been developed by the city and are subject to modifications, at the city's sole discretion.

Contractor agrees to replace any driver who is inconsiderate or discourteous as determined by the city manager. If needed, all drivers must provide assistance to elderly and/or disabled residents with loading and unloading of packages on and off the trolley, directions, and local information and/or recommendations as requested by the citizens. Drivers must be well groomed and in proper attire consistent with that used by the transportation provider.

Contractors shall record daily and report weekly to the city all disruptions in service, late service, vehicle breakdown, accidents, vehicle out of service / commission and any other incidents affecting service.

Contractor shall implement a dispute resolution process for the rapid resolution of passenger complaints regarding the provisions of Trolley Services. Contractor shall document passenger complaints and describe any actions taken to resolve such complaints and verbally report to the City the complaints and actions taken with 24 hours of the complaint and in writing within four (4) calendar days.

The following items shall be delivered to the City by the contractor at least two (2) calendar days prior to the start of the service and are subject to approval by the City:

- a) Vehicle operating procedures
- b) Communications operating procedures
- c) Drivers conduct rules and regulations
- d) Safety procedures
- e) Accident procedures
- f) Administration and reporting procedures
- g) Other operating procedures and policies as required for proper operation of a Trolley Service
- h) Dispute resolution procedures
- i) Maintenance procedures and
- j) Training procedures for Drivers

III. SUBMITTAL FORMAT

Submittals shall be in the format described below. The selection criteria and points that will be used in ranking the submittals are noted in each section. (Sections C – J). Submittals shall be limited to forty (40) single-sided 8½ x 11" pages. Page count

excludes the cover, cover letter, table of contents, section dividers, and any City-provided form. Proposals shall be bound with spiral or similar binding that ensures the integrity of the submission. Each section in the submittal should follow the format/organization noted in this section (Sections A. – I.). Three to five firms may be short-listed based on the information provided on the forms and in the additional sections and those firms invited to an in-person interview. The City reserves the right to select directly from the written proposals.

An Authorized Representative of the Organization shall sign submittals. All information requested must be submitted. Failure to submit all information may result in a lowered evaluation score of the submittal. At its discretion, the City may waive minor discrepancies or reject submittals substantially incomplete or lacking key information.

A. Introduction

This section will contain a cover letter no longer than two (2) pages, signed by an authorized representative of the offering organization. A table of contents will follow the cover letter. This section should also include those required City forms within the RFQ, and any addenda issued.

B. Organization Information

Briefly describe the business organization and philosophy. Address each of the following items:

- 1) Business Structure (Corporation, Joint Venture, Partnership); proper incorporation by the Secretary of State and current Florida Professional Registration Certificate.
- 2) Number of years in business.
- 3) Total staff and organization's experience profile. This criterion identifies the relative size of the organization, including management, technical, and support staff. Technical staff shall be those persons proposed to be associated with the implementation of this project; project managers, supervisors, estimators, quality control manager, etc.
- 4) Distance from the Site – Simply, the location in miles of the proposed operating office to the project site is to be listed.
- 5) Describe and explain any litigation, major disputes, contract defaults, and liens in the last 10 years.

EVALUATION CRITERIA BEGIN

C. Organization Experience (20 points)

Major consideration will be given to the successful completion of previous projects comparable in nature, design, scope, and complexity with this project. The City will consider proposals from organizations that have not previously delivered a project under this model, as long as the organization otherwise demonstrates success on delivery of comparable projects.

List the projects which best illustrate the experience of the organization and current staff to be assigned to this project. (List no more than 5 projects, and no projects which were completed more than 5 years ago.) In determining the level of comparability between projects, the City will consider the nature of the previous contractual relationships. Please include previous work for the City of Pensacola.

- Name and location of the project
- Nature of the organization's responsibility on this project
- Project owner's representative's name, address and phone number
- Project Client agency's representative's name, address, and phone number (current information)
- Size of project (miles of trolley service per weeks and days per week of operation)
- Cost of project
- Work for which the staff was responsible
- Project Manager and other key professionals involved on listed project and who of that staff that would be assigned to this project.

D. Financial Capability (5 points)

Indicate the resources and the necessary working capital to assure financial stability to the completion of the project.

E. Scheduling, Cost and Quality Control (20 points)

The organization's scheduling system and cost control system should be described, including the approach proposed to cost estimating, scope adjustment, value engineering and quality control.

F. Project Team (30 points)

The project team is comprised of the in-house staff and the on-site staff assigned to the specific project. The organization shall provide a letter of commitment for each of the key management staff to be assigned to the project. This letter shall not be counted towards the page limit of the response package.

1) Office Staff (10 points)

Describe the general and specific project related capability of the in-

house staff and indicate the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Give a brief résumé of key persons to be assigned to the project, including, but not limited to:

- a) Name and title
- b) Job assignment for other projects
- c) Proposed job assignment for this project
- d) Percentage of time to be assigned full time to this project
- e) How many years with the organization
- f) How many years with other similar organizations
- g) Experience
 - 1) Type of projects
 - 2) Size of projects
 - 3) What was their specific project involvement?
- h) Education
- i) Other experience and qualifications relevant to this project
- j) Note which projects were fast-tracked

2) On-Site Staff (20 points)

Similarly, the ability and experience of the field staff will be evaluated with specific attention to project related experience on projects of similar size and scope. Give a brief résumé of the on-site staff to be assigned to the project, including, but not limited to:

- a) Name and title
- b) Job assignment for other projects
- c) Percentage of time to be assigned full time to this project
- d) How many years with the organization
- e) How many years with other similar organizations
- f) Experience
 - 1) Types of projects
 - 2) Size of projects
 - 3) What was their specific project involvement?
- g) Education
- h) Other experience and qualifications that is relevant to this project
- i) Note which projects were fast tracked

3) Organization Approach – (Office Staff and On-Site Staff)

Provide an organization chart as it relates to the project indicating key personnel and their relationships. The organization chart should include a statement committing that the project team proposed to the City of Pensacola will be the project team that actually executes the project.

Include in the organization chart described above or in a separate chart the individual staff members to be assigned responsibilities and appropriate number of days to be provided for each staff member.

If a joint venture or prime/subcontractor arrangement of two or more companies, indicate how the work will be distributed among the partners.

Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.

G. Knowledge of Local Conditions (10 points)

The firm should describe their knowledge of Pensacola history, local events, road conditions and routes, good driving habits, demonstrating quality customer service, maintaining passenger counts, resolving conflicts, positive public interactions, attracting ridership, and providing directions and recommendations for tourist as an indication of their ability to deliver quality workmanship in an effective and timely manner.

H. Understanding of Roles in Project Delivery Approach (10 points)

The organization should describe their views of the organization's role in the delivery method and their relationship with the city.

I. Certification as or partnership with an MBE/WBE/SBE (5 points).

Indicate whether or not the firm is itself or is partnered with any Small/Minority/Woman-Owned Business Enterprises as certified by the City of Pensacola.

J. Quality of Submittal (5 points).

The quality, readability, and conciseness of the proposal will be scored based on the reviewer's subjective assessment.

IV. INTERVIEW PROCESS

organizations will be evaluated for short-listing based upon the written material submitted to the City in response to this RFQ. The evaluation committee will review the submittals, and the City will schedule formal presentations/interviews for those three to five (3-5) firms short-listed. Organizations selected for presentations/interviews will be required to have the proposed project manager present to participate in the presentation/interview. Presentations/interviews will be conducted in-person only.

Each Organization will be allowed up to 40 minutes for a formal presentation, consisting of a reiteration of the written proposal demonstrating the organization's grasp of the project. The formal presentation will be followed by 20 minutes of

Questions & Answers (Q&A). Any unused formal presentation time will be added to the Q&A period. A projection system is available, but presenters are requested to bring their own laptop and flash drives containing the complete presentation and any handouts. The selection committee would prefer a PowerPoint presentation. The presentations are closed to the public. The committee deliberations following the last presentation will be open to the public.

The evaluation committee will make a recommendation to the Mayor regarding the selection of the Organization based upon the formal presentations/interviews. The Mayor will then forward his recommendation for award to the City Council for their approval.

V. GENERAL TERMS AND CONDITIONS

A. No Contingency Fees

By responding to this solicitation, each Respondent warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

B. GENERAL INSTRUCTIONS

The City of Pensacola is not liable for any costs incurred by the respondents in preparing for or responding to this request.

REQUIRED FORMS

1. Signature Sheet
2. State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)
3. 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
4. 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
5. Drugfree Workplace Certificate
6. Veteran Business Enterprise Participation Form
7. Minority/Women Business Enterprise Participation Form
8. Small/ Business Enterprise Participation Form
9. Statement of No Response (only if not responding)
10. Acknowledgement of addenda (signed signature pages of addenda)

RFP No. 25-028

TROLLEY TRANSIT SERVICES

Signature Sheet

The undersigned, as proposer, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the bid specifications.**

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: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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: _____

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.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal 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 proposals 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

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.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise 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.

Respondent's Name:	Respondent's Principal Place of Business

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a 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 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.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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 #25-028** for the following reason(s):

SPECIFICATIONS

- ☐ Specifications too "tight" (i.e., limited to one brand or manufacturer)
- ☐ Specifications unclear
- ☐ Unable to meet specifications

NATURE OF AWARD

- ☐ Insufficient time to respond
- ☐ Equivalent options not offered
- ☐ 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: _____

Officer Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Fax: (____) _____

Email: _____

GENERAL CONDITIONS

To ensure acceptance, all proposers submitting proposals to the City of Pensacola shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and proposals not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe items or services best suited to the needs of the City. However, the City invites proposals with alternate solutions to the objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **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 proposer may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the proposal 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 proposal. The proposer 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).
3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible proposer submitting the most responsive or best alternative proposal for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.
4. **Proposal (RFP) Bond:** None.
5. **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.
6. **Exceptions to Specifications:** In order that equal consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor or City Council is the final authority in determining the acceptability of any exceptions to specifications.
7. **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.

8. **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 Request for Proposals Page. Inquiries must refer to the proposed item(s) or service(s) and the date of the proposal 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.
9. **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 proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
10. **Licenses, Registration and Certificates:** Each proposer shall possess at the time of submitting its proposal all licenses, registrations 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. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded proposer 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).
11. **Mistakes:** Proposers 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 proposer's risk. Unit prices proposed will govern in award.
12. **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 the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(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.
13. **Permits and Taxes:** The proposer 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. Proposers 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.

- 14. Prohibited Conduct by Proposers:** 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 any member of Pensacola City Council, the Mayor, 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.
- 15. Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
- 16. Protests:** Protests of the plans, specifications, and other requirements of requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of proposal 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.
- 17. 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).
- 18. Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.
- 19. 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.

20. Rejection of Proposals: The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

21. Sealed Proposals: The specifications and all executed proposal forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the proposer. In the event more than one proposal submittal deadline is scheduled for the same date and time, do not include proposals concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the proposer, the item(s) or service(s) proposed and the proposal number.** It shall be the sole responsibility of the proposer to assure receipt of proposal at the Purchasing Office prior to the published time for the proposal submittal deadline. No proposal will be accepted after closing time for receipt of proposals; **nor will any offers by telephone, fax, internet or email be accepted.**

22. Tax: The City of Pensacola is exempt from all State and local sales tax.

23. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected via delivery to the contractor at least thirty (30) business 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.

24. 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.

25. 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.
--

INSURANCE AND INDEMNIFICATION

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 limits specified.

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

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 Contractor 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.

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

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.

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.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the 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.** 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 Contractor 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 Contractor shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

INSURANCE OF THE 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.

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. 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.

HOLD HARMLESS

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

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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

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.

**RFP NO. 25-028
TROLLEY TRANSIT SERVICES**

**WRITTEN SUBMITTALS
EVALUATION SHEET**

Name of Firm(s): _____

Reviewer: _____

	<u>Possible Points</u>	<u>Points Given</u>
1. Organization experience	20	_____
2. Financial capability	5	_____
3. Scheduling, cost, and quality control	20	_____
4. Project team	30	_____
a. Office staff (10 points)		
b. On-site staff (20 points)		
5. Knowledge of local conditions	10	_____
6. Understanding of roles in project delivery approach	10	_____
7. Certified as or partnered with MBE, WBE, SBE	3	_____
8. Certified as or partnered with VBE	2	_____
9. Quality of submittal	5	_____
TOTAL POINTS	105	_____

Notes: _____

**CONTRACT BETWEEN CITY OF PENSACOLA AND
[xxxCONTRACTORxxx]
BASED UPON REQUEST FOR PROPOSALS #_____**

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 Request for Proposals #_____, on _____, 20____ (“RFP”), for _____, as modified by any addendum to the RFP (“Addenda”), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “RFP Documents”); and

WHEREAS, in response to the RFP Documents, the Contractor submitted to the City a proposal dated _____, 20____, 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 as described in the RFP 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 _____ (\$_____) 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.

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

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, D. C. Reeves

By _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

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 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

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):

☐ Lump Sum/Flat Fee

☐ Hourly Rate(s)

☐ Other: _____

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):

☐ Lump Sum/Flat Fee: _____

☐ Hourly Rate(s) are: _____

☐ Other: _____

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):

☐ One-time, lump sum at the end of the work/project

☐ After submission of monthly or periodic invoices

☐ Other: _____

EXHIBIT A

RFP DOCUMENTS ON FILE IN _____

DRAFT

EXHIBIT B

PROPOSAL

The pages following Exhibit B are the documents comprising the Proposal dated, _____, which Contractor submitted in response to the Bid Documents, are hereby incorporated by reference into this Contract. The Proposal includes all attachments and addenda submitted by Contractor in response to the Bid Documents, which are also hereby incorporated into this Contract by reference.

DRAFT

DIVISION OF CORPORATIONS

[Previous on List](#) . [Next on List](#) . [Return to List](#)[Filing History](#)

Fictitious Name Search

Fictitious Name Detail

Fictitious Name

FIVE FLAGS TROLLEY COMPANY

Filing Information

Registration Number G07178700024
Status ACTIVE
Filed Date 06/27/2007
Expiration Date 12/31/2027
Current Owners 1
County ESCAMBIA
Total Pages 4
Events Filed 3
FEI/EIN Number 20-1079497

Mailing Address

226 EAST INTENDENCIA ST
PENSACOLA, FL 32502

Owner Information

WINTERFEST OF PENSACOLA, INC.
226 EAST INTENDENCIA ST
PENSACOLA, FL 32502
FEI/EIN Number: 20-1079497
Document Number: N04000004472

Document Images

[06/27/2007 -- REGISTRATION](#)[07/06/2022 -- Fictitious Name Renewal Filing](#)[05/16/2017 -- RENEWAL](#)[08/06/2012 -- Fictitious Name Renewal Filing](#)

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
WINTERFEST OF PENSACOLA, INC.

Filing Information

Document Number N04000004472
FEI/EIN Number 20-1079497
Date Filed 05/04/2004
Effective Date 05/04/2004
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 04/12/2006
Event Effective Date NONE

Principal Address

226 EAST INTENDENCIA STREET
PENSACOLA, FL 32502

Changed: 10/18/2005

Mailing Address

226 EAST INTENDENCIA STREET
PENSACOLA, FL 32502

Changed: 10/18/2005

Registered Agent Name & Address

MINSHEW, LISA
433 EAST GOVERNMENT STREET
PENSACOLA, FL 32502

Name Changed: 10/18/2005

Address Changed: 10/18/2005

Officer/Director Detail

Name & Address

Title P
POWERS, DENISE C

226 EAST INTENDENCIA STREET
PENSACOLA, FL 32502

Title V

YOUNG, JACQUELINE
131 CALLE DE SANTIAGO
PENSACOLA, FL 32502

Title S

MINSHEW, LISA
433 E GOVERNMENT STREET
PENSACOLA, FL 32501

Title T

DAVIDSON, JOSH
P.O. BOX 423402
SAN FRANCISCO, CA 94142

Title D

BENSON, LOIS
522 EAST ZARAGOZA STREET
PENSACOLA, FL 32502

Title director

Bonnin, Stewart
3201 E Olive Rd
Pensacola, FL 32514

Title Director

Richard, Fillmore
4300 Bayou Blvd
Suite 33
Pensacola, FL 32503

Title director

Galbavy, Judy
414 E Zaragoza St
Pensacola, FL 32502

Annual Reports

Report Year	Filed Date
2023	04/25/2023
2024	04/29/2024
2025	04/30/2025

Document Images

04/30/2025 -- ANNUAL REPORT	View image in PDF format
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04/30/2009 -- ANNUAL REPORT	View image in PDF format
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05/02/2007 -- ANNUAL REPORT	View image in PDF format
05/02/2006 -- ANNUAL REPORT	View image in PDF format
04/12/2006 -- Amendment	View image in PDF format
10/18/2005 -- REINSTATEMENT	View image in PDF format
05/04/2004 -- Domestic Non-Profit	View image in PDF format

 An official website of the United States government [Here's how you know](#)



Records Retention Policy Impacts Old SAM Registration Data [Show Details](#)
May 21, 2025



[See All Alerts](#)

Subaward Reporting is live on SAM.gov [Show Details](#)
Mar 8, 2025



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Search

All Words

e.g. 1606N020Q02

[Search Results](#)

[Saved Searches](#)



Filter By

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

- ☐ Any Words 
- ☒ All Words 
- ☐ Exact Phrase 

e.g. 123456789, Smith Corp

"Winterfest of Pensacola, Inc." 

Entity

Location

Status

- ☒ Active
- ☐ Inactive

[Reset](#) 

[Entity Information](#) ^



[All Entity Information](#)

[Entities](#)

[Disaster Response Registry](#)

[Responsibility / Qualificati](#)



No matches found

Your search did not return any results for active records.
Would you like to include inactive records in your search results?

From: Lissa A. Dees

Sent: Tuesday, March 4, 2025 5:58 PM

To: Dedria Lunderman <DLunderman@cityofpensacola.com>

Cc: Courtney Lee <CLee@cityofpensacola.com>; Rebecca Donahue <RDonahue@cityofpensacola.com>

Subject: RE: 2025 RFQ Trolley Services - Draft for Feedback

Dedria,

I have been given the green light on posting this RFQ from City Administration.

Some of the companies that we should include are:

Beach Bum Trolley - tom@beachbumtrolley.com

Five Flags Trolley - Winterfest Assistant winterfestassistant@gmail.com

Circuit - Jason Bagley jason@ridecircuit.com

Freebee - Jason Spiegel jason@ridefreebee.com

How many people are needed for the selection committee?

Thank you,

Lissa Dees

Constituent & Parking Services Director

Pensacola, FL 32502

Office: 850.436.5646

lidees@cityofpensacola.com





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-894

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH CDAC - INCREDIBLE YEARS PROGRAM AT WOODLAND HEIGHTS RESOURCE CENTER

RECOMMENDATION:

That City Council approve the Memorandum of Understanding between the City of Pensacola Parks and Recreation Department and CDAC Behavioral Health, Inc. to host their Incredible Years Program at the Woodland Heights Resource Center. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Memorandum of Understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The City of Pensacola Parks and Recreation Department and CDAC Behavioral Health, INC. are seeking approval from the City Council to enter into a Memorandum of Understanding that allows the City to give access to CDAC Behavioral Health, INC., a non-profit activity program provider, to use the Woodland Heights Resource Center to provide a program designed to increase school readiness for children ages three (3) to four (4) by reducing challenging behaviors and increasing social emotional learning and self-control.

PRIOR ACTION:

June 17, 2025 - Parks and Recreation Board recommended approval of the Memorandum of Understanding

FUNDING:

N/A

FINANCIAL IMPACT:

CDAC Behavioral Health, Inc. will be offering services that are not a part of normal scheduled services at the center.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/1/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Kerry Shanaghan, Interim Parks and Recreation Director
Tonya Byrd, Parks and Recreation Assistant Director

ATTACHMENTS:

1. Memorandum of Understanding

PRESENTATION: No



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PENSACOLA PARKS AND RECREATION DEPARTMENT
AND
CDAC BEHAVIORAL HEALTH, INC.**

This Memorandum of Understanding (“MOU”) is made and entered into this _____ day of _____, 2025 (“**Effective Date**”), by and between the City of Pensacola 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 CDAC Behavioral Health, Inc. (“**Activity Program Provider**”), a Florida non-profit corporation, located at 3804 N 9th Ave, Pensacola, Florida 32503 (the City and Activity Program Provider collectively referred to hereinafter as the “**Parties**”).

WITNESSETH

WHEREAS, the City is committed to providing space for a youth services program that will benefit and enrich children through positive behavioral support and school readiness; and

WHEREAS, the Activity Program 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 (the “**Facility**”); and

WHEREAS, the Parties desire to collaborate to offer an “Incredible Years” program designed to increase school readiness for children ages three (3) to four (4) by reducing challenging behaviors and increasing social emotional learning and self-control at the Facility; and

WHEREAS, the Parties desire to enter into this MOU to memorialize and establish the specific responsibilities of both Parties for the youth programming;

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

SECTION 1 PURPOSE OF MOU

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

1.2 Purpose. The purpose of this MOU is to establish the specific responsibilities of the Parties in offering a youth services program at the Facility.

SECTION 2 ACTIVITY PROGRAM PROVIDER RESPONSIBILITIES

2.1 Maintenance of Appropriate Programming. The Activity Program Provider's program, titled "Incredible Years," increases school readiness for children ages three (3) to four (4) by reducing challenging behaviors and increasing social emotional learning and self-control. Recreational and other activities that enhance development are strongly encouraged. The program offers an environment designed to encourage children to participate in a variety of activities that allow them to develop independence and decision-making skills. Fine and large motor skill activities are incorporated to enhance such as drawing, cutting, dancing, and outdoor activities. The program also emphasizes listening skills and attention, encouraging children to keep their eyes on the teacher and actively participate. Social and emotional growth is fostered through activities that help children express their feelings, communicate effectively, and interact positively with peers. School readiness activities designed to support the recognition of names, colors, letters, and numbers is supported. To support overall well-being, a healthy snack will be provided daily by the Activity Program Provider. The Activity Program Provider must provide for any reasonable equipment required to operate an effective program.

2.2 Participants. The Activity Program Provider will ensure all youth programming participants are ages three (3) through four (4) with a target participation number of no fewer than ten (10) per program session consistently.

2.3 Location of Programming. Programming will be held at the Facility and at any other community center as identified by the City. Any request for additional use of program space must be in writing a minimum of ten (10) working days prior and additional fees may apply.

2.4 Facility Use. The Activity Program Provider will adhere to Facility and park operating 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 and in the same condition as they were found.

2.5 Staffing Requirements. Activity Program Provider will maintain a minimum of one (1) staff member per twelve (12) participants at each location for each program session. The Activity Program Provider will submit a list of all staff, volunteers, and/or board members prior to the start of the program and submit changes to the City in an updated list throughout the term of the agreement.

2.6 Cancellations. Written notice for any cancellations must be submitted to the Facility supervisor no later than five (5) working days prior to cancellation date. The Activity Program Provider must notify the city immediately in any instance that may require multiple cancellations a month. If this occurs, approval must be provided by the City to continue the session in such a location.

2.7 Programming Evaluation. The Activity Program Provider must track the success of the program and growth of each participant through appropriate evaluative tools.

2.8 Production of Required Documents. The Activity Program Provider must provide the following: (1) an itemized budget sixty (60) days prior to the start of each session, (2) a copy of the by-laws and related operating procedures, (3) any written disciplinary guidelines for participants prior to start of the program, (4) upon request, must provide a list of annual board meeting dates and a list of board members with phone numbers, email addresses, and physical

addresses, (5) upon request, must provide board meeting minutes to the City within 14 days of the occurrence of such board meeting.

2.9 Recognition of City Partnership. The Activity Program Provider must recognize the City as a partner in all Activity Program Provider programs located at the Facility and include the parks and Recreation Department logo on all publications, flyers and promotional materials that relates to the programming at the Facility.

2.10 Program Recruitment and Marketing. The Activity Program Provider must recruit for the programming through a marketing plan that is mutually developed between the Activity Program Provider and the City's Parks and Recreation Marketing Coordinator.

2.11 Notification of Accidents and Incidents. The Activity Program Provider must notify the City in writing no later than 12:00pm on the next business day after any accidents and/or incidents that require medical attention or when public safety personnel were called to assist with the situation. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.

2.12 Maintenance of Records and Accounts. The Activity Program Provider must maintain accurate records and accounts in accordance with the terms and conditions of this MOU. The City may cause, upon reasonable notice, an audit to be made of the records and accounts as such records and accounts relate to the calculation of the amounts payable to the City.

2.13 Facility Maintenance. The Activity Program Provider must pay for any requested Facility or park maintenance which occurs outside the normal weekday operating hours for City custodial staff or park maintenance staff.

SECTION 3 CITY RESPONSIBILITIES

3.1 Provision of Facility. The City agrees to provide spaces (such as the Facility and other locations deemed appropriate by the City) for the youth programming provided by The Activity Program Provider. However, as continuous growth may impact the City's ability to offer additional space, growth of the programming must be managed and coordinated with the City. Programming and Activities will be subject to inspection and reviewed by City staff quarterly to determine continued allocation of space.

3.2 Program Recruitment and Marketing. The City agrees to collaborate with the Activity Program Provider to develop a comprehensive marketing and recruitment plan that includes, but is not limited to, promotion in the City's quarterly program guide and on the Play Pensacola website.

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

SECTION 4 LIABILITY AND INDEMNIFICATION

4.1 Liability Insurance. The Activity Program 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.

4.2 Indemnification. The Activity Program 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 Activity Program 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 the Activity Program Provider in connection with its use of the Facility. This includes any damage to or theft of the Activity Program Provider property stored or left on City of Pensacola property. This shall be a continuing release and shall remain in effect until revoked in writing.

SECTION 5 MISCELLANEOUS PROVISIONS

5.1 Term. This MOU will remain in effect for one year from the Effective Date and may only be amended in writing as agreed to by both parties. Whenever there is a change in leadership within the Activity Program Provider, a new MOU will be required, which must have the signature of the new Executive Director and President.

5.2 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 agreement.

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

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

5.5 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CDAC Behavioral Healthcare, Inc.

3804 N 9th Ave.
Pensacola, Florida 32503

Primary Contact: Leashia Scrivner,
Executive Director/CEO
Phone: (850) 434-2724
E-Mail: lscrivner@cdac.info

Alternate
Phone:
E-Mail:

DC Reeves, Mayor

CDAC Behavioral Healthcare, Inc
Chief Executive Officer

Date: _____

Date: _____

Attest: _____
Ericka Burnett, City Clerk

Approved as to substance:

Kerry Shanaghan, Parks & Recreation Director

CDAC Behavioral Healthcare, Inc.
President

Date: _____

Date: _____

Legal in form and execution:

Grace Parola, Assistant City Attorney

Date: _____

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: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-893

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH CDAC - PATTS PROGRAM
AT FRICKER RESOURCE CENTER

RECOMMENDATION:

That City Council approve the Memorandum of Understanding between the City of Pensacola Parks and Recreation Department and CDAC Behavioral Health, Inc. to host their Peaceful Alternatives to Tough Situations (PATTS) Program at the Fricker Resource Center. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Memorandum of Understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The City of Pensacola Parks and Recreation Department and CDAC Behavioral Health, INC. are seeking approval from the City Council to enter into a Memorandum of Understanding that allows the City to give access to CDAC Behavioral Health, INC., a non-profit activity program provider, to use the Fricker Resource Center to provide a program designed to help youth (K-5) develop of social and emotional skills through positive behavioral support as well as providing school readiness and homework enrichment at the facility.

PRIOR ACTION:

June 17, 2025 - Parks and Recreation Board recommended approval of the Memorandum of Understanding

FUNDING:

Budget: \$34,866.85 Escambia Children's Trust Grant Account

Actual: \$34,866.85 TOTAL

FINANCIAL IMPACT:

The City agrees to provide support payments to CDAC Behavioral Health, Inc. as a sub-grantee of the City's Out-of-School Time Grant with Escambia Children's Trust in an amount not to exceed \$34,866.85.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/1/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Kerry Shanaghan, Interim Parks and Recreation Director
Tonya Byrd, Parks and Recreation Assistant Director

ATTACHMENTS:

1. Memorandum of Understanding

PRESENTATION: No



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PENSACOLA PARKS AND RECREATION DEPARTMENT
AND
CDAC BEHAVIORAL HEALTH, INC.**

This Memorandum of Understanding (“MOU”) is made and entered into this _____ day of _____, 2025 (**“Effective Date”**), by and between the City of Pensacola 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 CDAC Behavioral Health, Inc. (**“Activity Program Provider”**), a Florida non-profit corporation, located at 3804 N 9th Ave, Pensacola, Florida 32503 (the City and Activity Program Provider collectively referred to hereinafter as the **“Parties”**).

WITNESSETH

WHEREAS, the City is committed to providing space for a youth services program that will benefit and enrich children in after school programming; and

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

WHEREAS, the City owns property located at 900 N F St., Pensacola, FL 32502, known as the Fricker Resource Center (the **“Facility”**); and

WHEREAS, the Parties desire to collaborate to offer a program titled Peaceful Alternatives to Tough Situations (**“PATTS”**), designed to help youth (K-5) development of social and emotional skills through positive behavioral support as well as providing school readiness and homework enrichment at the Facility; and

WHEREAS, the Parties desire to enter into this MOU to memorialize and establish the specific responsibilities of both Parties for the youth programming;

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

SECTION 1 PURPOSE OF MOU

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

1.2 Purpose. The purpose of this MOU is to establish the specific responsibilities of the Parties in offering a youth services program at the Facility.

SECTION 2 ACTIVITY PROGRAM PROVIDER RESPONSIBILITIES

2.1 Maintenance of Appropriate Programming. The Activity Program Provider's programming, "Peaceful Alternatives to Tough Situations" ("PATTS") is an aggression management program designed to help youth (K-5) increase positive conflict resolution skills, increase the ability to forgive past transgressions, and reduce aggressive behavior. Recreational and other activities that enhance development are strongly encouraged. The program incorporates a variety of engaging activities such as interactive discussions, games, and positive peer support to foster social and emotional development. These activities are designed to enhance cognitive abilities, build refusal skills, and teach appropriate conflict resolution strategies. Children are guided in identifying and verbalizing their emotions, recognizing early signs of anger, and practicing calming techniques and forgiveness. In addition, the program integrates school homework lessons as needed to strengthen and reinforce academic learning. The Activity Program Provider must provide for any reasonable equipment required to operate an effective program.

2.2 Participants. The Activity Program Provider will ensure all youth programming participants are ages five (5) through twelve (12) with a target participation number of no fewer than ten (10) per program session consistently. The Activity Program Provider will ensure all youth attending after-school programming at the Facility are afforded the opportunity to participate in PATTS during the academic year.

2.3 Location of Programming. Programming will be held at the Facility and at any other community center as identified by the City. Any request for additional use of program space must be in writing a minimum of ten (10) working days prior and additional fees may apply.

2.4 Facility Use. The Activity Program Provider will adhere to Facility and park operating 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 and in the same condition as they were found.

2.5 Staffing Requirements. Activity Program Provider will maintain a minimum of one (1) staff per fifteen (15) participants at each location for each program session. The Activity Program Provider will submit a list of all staff, volunteers, and/or board members prior to the start of the program and submit changes to the City in an updated list throughout the term of the agreement.

2.6 Cancellations. Written notice for any cancellations must be submitted to the Facility supervisor no later than five (5) working days prior to cancellation date. The Activity Program Provider must notify the city immediately in any instance that may require multiple cancellations a month. If this occurs, approval must be provided by the City to continue the session in such a location.

2.7 Programming Evaluation. The Activity Program Provider must track the success of the program and growth of each participant through appropriate evaluative tools.

2.8 Production of Required Documents. The Activity Program Provider must provide the following: (1) an itemized budget sixty (60) days prior to the start of each session, (2) a copy of the by-laws and related operating procedures, (3) any written disciplinary guidelines for participants prior to start of the program, (4) upon request, must provide a list of annual board meeting dates and a list of board members with phone numbers, email addresses, and physical addresses, (5) upon request, must provide board meeting minutes to the City within 14 days of the occurrence of such board meeting.

2.9 Recognition of City Partnership. The Activity Program Provider must recognize the City as a partner in all the Activity Program Provider programs located at the Facility and include the parks and Recreation Department logo on all publications, flyers and promotional materials that relates to the programming at the Facility.

2.10 Program Recruitment and Marketing. The Activity Program Provider must recruit for the programming through a marketing plan that is mutually developed between the Activity Program Provider and the City's Parks and Recreation Marketing Coordinator.

2.11 Notification of Accidents and Incidents. The Activity Program Provider must notify the City in writing no later than 12:00pm on the next business day after any accidents and/or incidents that require medical attention or when public safety personnel were called to assist with the situation. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.

2.12 Maintenance of Records and Accounts. The Activity Program Provider must maintain accurate records and accounts in accordance with the terms and conditions of this MOU. The City may cause, upon reasonable notice, an audit to be made of the records and accounts as such records and accounts relate to the calculation of the amounts payable to the City.

2.13 Facility Maintenance. The Activity Program Provider must pay for any requested Facility or park maintenance which occurs outside the normal weekday operating hours for City custodial staff or park maintenance staff.

SECTION 3 CITY RESPONSIBILITIES

3.1 Provision of Facility. The City agrees to provide spaces (such as the Facility and other locations deemed appropriate by the City) for the youth programming provided by The Activity Program Provider. However, as continuous growth may impact the City's ability to offer additional space, growth of the programming must be managed and coordinated with the City. Programming and activities will be subject to inspection and reviewed by City staff quarterly to determine continued allocation of space.

3.2 Program Recruitment and Marketing. The City agrees to collaborate with the Activity Program Provider to develop a comprehensive marketing and recruitment plan that includes, but is not limited to, promotion in the City's quarterly program guide and on the Play Pensacola website.

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

SECTION 4 PAYMENT

4.1 Program Payment. The City agrees to provide support payments to the Activity Program Provider as a sub-grantee of the City's Out-of-School Time Grant with Escambia Children's Trust in an amount not to exceed \$34,866.85. The Activity Program Provider is responsible for submitting a request for reimbursement to the City each month, or within thirty (30) days of incurring an allowable expense. Requests for reimbursement submitted to the City shall be accompanied by the appropriate documentation to support the requested reimbursement. If the City is notified by the Escambia Children's Trust that funds are no longer available under the

grant, the City will notify the Activity Program Provider in writing. In the event that the Escambia Children's Trust demands a return of funds for overpayment due to costs not incurred or any payment issued for costs determined to be disallowed under the Grant, the Activity Program Provider agrees to return the disallowed funds to the City in accordance with the City's instructions.

SECTION 5 LIABILITY AND INDEMNIFICATION

5.1 Liability Insurance. The Activity Program 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.

5.2 Indemnification. The Activity Program Provider agrees to add the City 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 Activity Program 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'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 the Activity Program Provider in connection with its use of the City's Facility. This includes any damage to or theft of the Activity Program Provider property stored or left on City property. This shall be a continuing release and shall remain in effect until revoked in writing.

SECTION 6 MISCELLANEOUS PROVISIONS

6.1 Term. This MOU will remain in effect for one year from the Effective Date and may only be amended in writing as agreed to by both parties. Whenever there is a change in leadership within the Activity Program Provider, a new MOU will be required, which must have the signature of the new Executive Director and President.

6.2 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 agreement.

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

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

6.5 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.

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

CDAC Behavioral Healthcare, Inc.

3804 N 9th Ave.
Pensacola, Florida 32503

Primary Contact: Leashia Scrivner,
Executive Director/CEO
Phone: (850) 434-2724
E-Mail: lscrivner@cdac.info

Alternate
Phone:
E-Mail:

DC Reeves, Mayor

CDAC Behavioral Healthcare, Inc
Chief Executive Officer

Date: _____

Date: _____

Attest: _____
Ericka Burnett, City Clerk

Approved as to substance:

Kerry Shanaghan, Parks & Recreation Director

CDAC Behavioral Healthcare, Inc.
President

Date: _____

Date: _____

Legal in form and execution:

Grace Parola, Assistant City Attorney

Date: _____

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: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-889

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council Vice President

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$300 to Sisters Anointed to Lead Together, Inc. from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Sisters Anointed to Lead Together, Inc. (SALT) is a mentoring organization that focuses on mentoring girls to become future leaders. They teach principles of leadership, empowerment, advocacy and discipline. This summer, SALT will welcome girls ages 9-18 from across Escambia and Santa Rosa counties for a powerful and engaging camp experience that nurtures leadership, confidence and purpose at no cost to them or their families. Through hands-on workshops, team-building exercises, creative projects and personal mentorship, the Girlz Summer Camp 2025 will empower girls to rise into their greatness - mind, body and spirit. Funds will be used to offset costs associated with the Girlz Summer Camp 2025 event.

PRIOR ACTION:

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

FUNDING:

Budget: \$ 13,500 District 6 Discretionary Funds Balance

Actual: \$ 300 Sisters Anointed to Lead Together, Inc.

FINANCIAL IMPACT:

A balance of \$13,500 is currently within the District 6 Discretionary Fund Account. Upon approval by City Council, a balance of \$13,200 will remain in the District 6 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-927

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$600 to House of Hope Pensacola, Inc. from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The House of Hope Pensacola, Inc. began as a vision to expand opportunities for low-income, underprivileged, disenfranchised and minority children and families. They are committed to implementing impactful social service programs for families, youth, veterans, mental health, educational and financial literacy, homelessness, elderly care, disaster relief, food disparity, minorities and many other essential needs. Over the past years, the House of Hope Pensacola, Inc. has provided thousands of meals to households struggling to make ends meet. Funds will be used to purchase nutritious food, storage and distribution costs as well as expanding their reach to underserved neighborhoods.

PRIOR ACTION:

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

FUNDING:

Budget: \$ 1,855 FY 2025 District 7 Discretionary Funds

Actual: \$ 600 House of Hope Pensacola, Inc.

FINANCIAL IMPACT:

A balance of \$1,855 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of \$1,255 will remain in the District 7 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-824

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

TENTATIVE MILLAGE RATE - FISCAL YEAR 2026

RECOMMENDATION:

That City Council set the tentative Fiscal Year 2026 millage rate for the City of Pensacola at 4.2895 mils and for the Downtown Improvement District at 2.0000 mils 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 2026 millage rates be held on September 3, 2025, 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 2026 advertised ad valorem tax rate is August 4, 2025. 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 came to \$6,849,642,499, which is an increase of 7.22% from the final adjusted FY 2025 value. Amendment 1 brought forth a new formula to determine the maximum millage rate that can be levied without a super-majority vote. Based on that calculation, the maximum millage rate that the City could impose is 13.2704 mils, which equates to an additional \$58.4 million in property tax revenue. However, the Mayor is recommending maintaining the same millage rate as FY 2025, which is 4.2895 and is below the calculated maximum millage rate allowed.

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 3, 2025, at 5:30 p.m. in Council Chambers. The second hearing is tentatively set for September 10, 2025, 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 2026 millage rates for the City of Pensacola and the Downtown Improvement District at 4.2895 mills and 2.0000 mills, respectively, will provide funding for a balanced budget. The total certification value for Real and Personal Property is \$6,849,642,499, an increase of 7.22%. This valuation will result in an increase of property tax revenue of \$1,635,900 (net of TIF \$6,280,149) from the Fiscal Year 2025 beginning budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. TRIM FY 26 Taxable Value Estimates

PRESENTATION: No

**CITY OF PENSACOLA
FISCAL YEAR 2026
TAXABLE VALUE ESTIMATES**

	ADJUSTED FY 2025 FINAL	FY 2026 JUNE 1ST ESTIMATE	DIFFERENCE	%
City of Pensacola Valuation	6,388,523,270	6,779,441,862	390,918,592	6.12%
DIB Valuation	419,642,789	435,653,139	16,010,350	3.82%

CRA

Urban Core TIF (City/County)	1,064,482,684	1,138,135,495	73,652,811	6.92%
Urban Core TIF (DIB)	332,686,445	351,441,749	18,755,304	5.64%
Eastside TIF	53,189,244	59,958,062	6,768,818	12.73%
Westside TIF	224,275,894	249,550,277	25,274,383	11.27%

	ADJUSTED FY 2025 FINAL	FY 2026 JULY 1ST ESTIMATE	DIFFERENCE	%
City of Pensacola Valuation	6,388,523,270	6,849,642,499	461,119,229	7.22%
DIB Valuation	419,642,789	439,340,636	19,697,847	4.69%

CRA

City/County	1,064,482,684	1,162,682,516	98,199,832	9.23%
DIB	332,686,445	355,693,697	23,007,252	6.92%
Eastside TIF	53,189,244	61,103,414	7,914,170	14.88%
Westside TIF	224,275,894	252,310,951	28,035,057	12.50%



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-802

City Council

7/17/2025

PUBLIC HEARING

SPONSOR: DC Reeves, Mayor

SUBJECT:

PUBLIC HEARING - PROPOSED AMENDMENT TO LAND DEVELOPMENT CODE -
CHAPTER 12-9 - FLOODPLAIN MANAGEMENT

RECOMMENDATION:

That City Council conduct a public hearing on July 17, 2025 to consider the proposed amendment to Chapter 12-9 of the City's Land Development Code pertaining to Floodplain Management.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is required by local, state or federal law, governance or regulation.

The City's floodplain management ordinance must be updated for the City to stay current with FEMA and FDEM standards. All communities that participate in the National Flood Insurance Program (NFIP) must update their ordinance language to maintain their class rating in the Community Rating System (CRS). In addition, FEMA requires that the new Flood Insurance Rate Maps (FIRM) be adopted before August 19, 2025. Failure to adopt the maps would result in suspension from the NFIP and the CRS. The proposed mandatory language does not provide any increases in the standards, but will maintain the current levels of protection that are currently adopted.

PRIOR ACTION:

No prior action.

FUNDING:

No additional funding is required for this ordinance.

FINANCIAL IMPACT:

Adoption of the ordinance will allow the City to remain a Class 7 rating in the Community Rating System. This will allow citizens who hold a NFIP flood policy for properties in the Flood Hazard Area to continue to receive a 15% discount on their flood insurance policy.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/21/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Sherry Morris, Development Services Director
Jonathan Bilby, Building Official, Floodplain Manager

ATTACHMENTS:

1. Proposed Ordinance No. 8-25
2. Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 8-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE CITY OF PENSACOLA LAND DEVELOPMENT CODE TO AMEND CHAPTER 12-9, FLOODPLAIN MANAGEMENT, TO ADOPT LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE AND TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; AMENDING SECTION 14-2-133 TO RELOCATE AND REFORMAT LOCAL AMENDMENTS RELATED TO FLOOD HAZARD AREAS, WHICH WILL NOW APPEAR IN CHAPTER 12-9, FLOODPLAIN MANAGEMENT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Pensacola participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a Community Rating System (CRS) rating of Class 7, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for the City of Pensacola to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the City Council determined that it is in the public interest to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the current class rating; and

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the City Council previously adopted local amendments to the Florida Building Code and is relocating and reformatting those amendments as part of Chapter 12-9 Floodplain Management; and

WHEREAS, the City Council is adopting a requirement to require buildings that sustain repetitive flood damage during a 10-year period to be included in the definition of "substantial damage," for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*; and

WHEREAS, the City Council has determined that it is in the public interest to adopt the proposed local technical amendment to the *Florida Building Code*, and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section 553.73(4), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA that the following sections of the Code of Ordinances are amended as set forth below, as shown in ~~strike through~~ and underline format in Section 1 and Section 2.

SECTION 1. AMENDMENTS TO CHAPTER 12-9, FLOODPLAIN MANAGEMENT.

Chapter 12-9 of the Code of the City of Pensacola, Florida, Floodplain Management, is hereby amended to read as follows:

CHAPTER 12-9. FLOODPLAIN MANAGEMENT

Sec. 12-9-1. Statutory authorization, findings of fact, purpose and objectives— General.

- (a) *Title*. These regulations shall be known as the Floodplain Management Ordinance of City of Pensacola, hereinafter referred to as "this chapter."
- (b) *Scope*. The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including, but not limited to, the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

- (c) *Intent.* The purposes of this chapter and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 - (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 - (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development that may increase flood damage or erosion potential;
 - (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 - (5) Minimize damage to public and private facilities and utilities;
 - (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 - (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 - (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in 44 CFR 59.22.
- (d) *Coordination with the Florida Building Code.* This chapter is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- (e) *Warning.* The degree of flood protection required by this chapter and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of 44 CFR 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this chapter.
- (f) *Disclaimer of liability.* This chapter shall not create liability on the part of the city council or by any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision lawfully made thereunder.

Sec. 12-9-2. Applicability.

- (a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (b) *Areas to which this chapter applies.* This chapter shall apply to all flood hazard areas within the city as established in subsection (c) of this section.
- (c) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Escambia County, Florida and Incorporated Areas dated ~~September 29, 2006~~ August 19, 2025, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at inspection services at the city.
- (d) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 12-9-5 the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
 - (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this chapter and, as applicable, the requirements of the Florida Building Code.
 - (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.
- (e) *Other laws.* The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.
- (f) *Abrogation and greater restrictions.* This chapter supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances, including, but not limited to, land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this chapter and any other ordinance, the more restrictive shall govern. This chapter shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.
- (g) *Interpretation.* In the interpretation and application of this chapter, all provisions shall be:
 - (1) Considered as minimum requirements;
 - (2) Liberally construed in favor of the governing body; and
 - (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 12-9-3. Duties and powers of the floodplain administrator.

- (a) *Designation.* The building official is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.
- (b) *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this chapter. The floodplain administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose of this chapter and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this chapter without the granting of a variance pursuant to section 12-9-7.
- (c) *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:
 - (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 - (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;
 - (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - (4) Provide available flood elevation and flood hazard information;
 - (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 - (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
 - (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this chapter is demonstrated, or disapprove the same in the event of noncompliance; and
 - (8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter.
- (d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:
 - (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage";
 - (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 - (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this chapter is required.
- (e) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section 12-9-7.
- (f) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this chapter.
- (g) *Inspections.* The floodplain administrator shall make the required inspections as specified in section 12-9-6 for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- (h) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including, but not limited to:
- (1) Establish procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection (d) of this section;
 - (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;
 - (4) Review required design certifications and documentation of elevations specified by this chapter and the Florida Building Code to determine that such certifications and documentations are complete;
 - (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the city are modified; and

- (6) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the coastal barrier resources system established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as "coastal barrier resource system areas" and "otherwise protected areas."
- (i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ~~ordinance~~ chapter and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this chapter; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at inspection services of the city.

Sec. 12-9-4. Permits.

- (a) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and shall obtain the required permits and approvals. No such permit or approval shall be issued until compliance with the requirements of this chapter and all other applicable codes and regulations has been satisfied.
- (b) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this chapter for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
- (c) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 CFR 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this chapter:

- (1) Railroads and ancillary facilities associated with the railroad.
 - (2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
 - (3) Temporary buildings or sheds used exclusively for construction purposes.
 - (4) Mobile or modular structures used as temporary offices.
 - (5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
 - (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this subsection, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - (7) Family mausoleums not exceeding 250 square feet in area that are prefabricated and assembled onsite or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - (8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
 - (9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.
- (d) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the city. The information provided shall:
- (1) Identify and describe the development to be covered by the permit or approval.
 - (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - (3) Indicate the use and occupancy for which the proposed development is intended.
 - (4) Be accompanied by a site plan or construction documents as specified in section 12-9-5.
 - (5) State the valuation of the proposed work.
 - (6) Be signed by the applicant or the applicant's authorized agent.
 - (7) Give such other data and information as required by the floodplain administrator.
- (e) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the Florida Building Codes, or any other ordinance of the city. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.
- (f) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

- (g) *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this chapter or any other ordinance, regulation or requirement of the city.
- (h) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including, but not limited to, the following:
 - (1) The Northwest Florida Water Management District; F.S. § 373.036.
 - (2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 and F.A.C. ch. 64E-6.
 - (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.
 - (4) Florida Department of Environmental Protection for activities subject to the joint coastal permit; F.S. § 161.055.
 - (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; section 404 of the Clean Water Act.
 - (6) Federal permits and approvals.

Sec. 12-9-5. Site plans and construction documents.

- (a) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this chapter shall be drawn to scale and shall include, as applicable to the proposed development:
 - (1) Delineation of flood hazard areas, floodway boundaries and flood zones, base flood elevations, and ground elevations if necessary for review of the proposed development.
 - (2) Where base flood elevations or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with subsection (b)(2) or (3) of this section.
 - (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with subsection (b)(1) of this section.
 - (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
 - (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
 - (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
 - (7) Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.

- (8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the state department of environmental protection.
- (9) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this chapter but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this chapter.

- (b) *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.
- (4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

- (c) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection (d) of this section and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic

- analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as zone AO or zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices that demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner that preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subsection (d) of this section.
 - (4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.
- (d) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec. 12-9-6. Inspections.

- (a) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.
- (b) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.
- (c) *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.
- (d) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:
 - (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
 - (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 12-9-5(b)(3)b, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

- (e) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in subsection (d) of this section.
- (f) *Manufactured homes.* The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this chapter and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

Sec. 12-9-7. Variances and appeals.

- (a) *General.* ~~The construction board of adjustments and appeals~~ zoning board of adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of this chapter. Pursuant to F.S. § 553.73(5), ~~the construction board of adjustments and appeals~~ zoning board of adjustment shall hear and decide appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to section 3109 of the Florida Building Code, Building.
- (b) *Appeals.* ~~The construction board of adjustments and appeals~~ zoning board of adjustment shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision may appeal such decision by certiorari appeal to the circuit court.
- (c) *Limitations on authority to grant variances.* ~~Construction board of adjustments and appeals~~ The zoning board of adjustment shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection (g) of this section, the conditions of issuance set forth in subsection (h) of this section, and the comments and recommendations of the floodplain administrator. ~~The construction board of adjustments and appeals~~ zoning board of adjustment has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.
- (d) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 12-9-5(c).
- (e) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

- (f) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, provided the variance meets the requirements of section 12-9-5(d), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (g) *Considerations for issuance of variances.* In reviewing requests for variances, the ~~construction board of adjustments and appeals~~ zoning board of adjustment shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this chapter, and the following:
- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 - (2) The danger to life and property due to flooding or erosion damage;
 - (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 - (4) The importance of the services provided by the proposed development to the community;
 - (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 - (6) The compatibility of the proposed development with existing and anticipated development;
 - (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 - (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 - (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
- (h) *Conditions for issuance of variances.* Variances shall be issued only upon:
- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;
 - (2) Determination by the ~~construction board of adjustments and appeals~~ zoning board of adjustment that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

- c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Sec. 12-9-8. Violations.

- (a) *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this chapter that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this chapter, shall be deemed a violation of this chapter. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this chapter or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.
- (b) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this chapter and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person performing the work.
- (c) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Sec. 12-9-9. General.

- (a) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter, have the meanings shown in this section.
- (b) *Terms defined in the Florida Building Code.* Where terms are not defined in this chapter and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
- (c) *Terms not defined.* Where terms are not defined in this chapter or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

Sec. 12-9-10. Definitions generally.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification that may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this chapter.

ASCE 24 means a standard titled flood resistant design and construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a one-percent chance of being equaled or exceeded in any given year. (Also defined in FBC, B, Section 202.) The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). (Also defined in FBC, B, Section 202.)

Basement means the portion of a building having its floor subgrade (below ground level) on all sides. (Also defined in FBC, B, Section 202; see "basement (for flood loads)".)

Coastal construction control line means the line established by the state pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V zones" and are designated on flood insurance rate maps (FIRM) as zone V1-V30, VE, or V.

Design flood means the flood associated with the greater of the following two areas:

- (1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area that may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and *existing structure* mean any buildings and structures for which the "start of construction" commenced before September 15, 1977.

~~*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 15, 1977.~~

~~*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area means the greater of the following two areas:

- (1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data.

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, that authorizes

performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code means the family of codes referenced in F.S. ch. 553, adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Freeboard means the additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of floodplain management. Freeboard tends to compensate for many unknown factors, such as wave action, bridge openings and hydrological effect of urbanization of the watershed, that could contribute to flood heights greater than the height calculated for a selected frequency flood and floodway conditions.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

- (1) *Letter of map amendment (LOMA)*: An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (2) *Letter of map revision (LOMR)*: A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (3) *Letter of map revision based on fill (LOMR-F)*: A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
- (4) *Conditional letter of map revision (CLOMR)*: A formal review and comment as to whether a proposed flood protection project or other project complies with the

minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck means as defined in 40 CFR 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle;
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this chapter, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction means, for the purposes of administration of this chapter and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after September 15, 1977 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 15, 1977.~~

Park trailer means a transportable unit that has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

Recreational vehicle means a vehicle, including a park trailer, which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as zone A, AO, A1—A30, AE, A99, AH, V1—V30, VE or V.

Start of construction means the date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief from the requirements of this chapter, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this chapter or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Sec. 12-9-11. Buildings.

- (a) Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to section 12-9-4(c), buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 12-9-17.
- (b) Buildings and structures seaward of the coastal construction control line. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:
 - (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.
 - (2) Minor structures and non-habitable major structures as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this chapter and ASCE 24.
- (c) Local amendments to Florida Building Code. The Florida Building Code permits local governments to adopt amendments which are more stringent than the minimum standards in state statutes, and amendments to the technical provisions of the Florida Building Code which apply solely within the jurisdiction of the local government. Pursuant to the provisions of F.S. § 553.73(4), the following amendments are adopted and applicable within the city limits:
 - (1) *Repetitive flood damage.* In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Damage " shall be as defined in Section 12-9-10.
 - (2) *Minimum building elevations.* All buildings and structures in flood hazard areas shall have the lowest floor, dry floodproofing measures, or the bottom of the lowest horizontal structural member of the lowest floor, as applicable to occupancy and flood zone, at or above the base flood elevation plus three (3) feet, or the design flood elevation, whichever is higher.
 - (3) *Enclosures below required elevations.* Enclosed areas below the required elevation for dwellings in flood hazard areas shall be limited as follows:

- a. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.
- b. Where perimeter walls are permitted, the limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawlspace) foundations.
- c. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

Sec. 12-9-12. Subdivisions.

- (a) *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
 - (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
 - (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - (2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 12-9-5(b)(1); and
 - (3) Compliance with the site improvement and utilities requirements of section 12-9-13.

Sec. 12-9-13. Site improvements, utilities and limitations.

- (a) *Minimum requirements.* All proposed new development shall be reviewed to determine that:
 - (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and onsite waste disposal systems shall be designed in accordance with the standards

for onsite sewage treatment and disposal systems in F.A.C. ch. 64E-6 and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

- (c) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in F.A.C. ch. 62-532.500 and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- (d) *Limitations on sites in regulatory floodways.* No development, including, but not limited to, site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 12-9-5(c)(1) demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
- (e) *Limitations on placement of fill.* Subject to the limitations of this chapter, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (zone A only), fill shall comply with the requirements of the Florida Building Code.
- (f) *Limitations on sites in coastal high hazard areas (zone V).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the state department of environmental protection and only if the engineering analysis required by section 12-9-5(c)(4) demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with section 12-9-17(h)(3).

Sec. 12-9-14. Manufactured homes.

- (a) *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of F.A.C. ch. 15C-1 and the requirements of this chapter. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.
- (b) *Limitations on installation in floodways.* New installations of manufactured homes shall not be permitted in floodways.
- (c) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
 - (1) In flood hazard areas (zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this chapter. ~~Foundations for manufactured homes subject to subsection (g) of this section are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~

- (2) In coastal high hazard areas (zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this chapter.
- (d) *Anchoring*. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- (e) *Elevation*. ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with subsection (f) or (g) of this section, as applicable.~~ All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone)*.
- ~~(f) *General elevation requirement*. Unless subject to the requirements of subsection (g) of this section, all manufactured homes that are placed, replaced, or substantially improved on sites located:~~
- ~~(1) Outside of a manufactured home park or subdivision;~~
 - ~~(2) In a new manufactured home park or subdivision;~~
 - ~~(3) In an expansion to an existing manufactured home park or subdivision; or~~
 - ~~(4) In an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood;~~
- ~~shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (zone A) or Section R322.3 (zone V).~~
- ~~(g) *Elevation requirement for certain existing manufactured home parks and subdivisions*. Manufactured homes that are not subject to subsection (f) of this section, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~
- ~~(1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (zone A) or Section R322.3 (zone V); or~~
 - ~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than six feet in height above grade.~~
- ~~(f)(h)~~ *Enclosures*. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.
- ~~(g)(i)~~ *Utility equipment*. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other

service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

Sec. 12-9-15. Recreational vehicles and park trailers.

- (a) *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
 - (1) Be on the site for fewer than 180 consecutive days; or
 - (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.
- (b) *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in subsection (a) of this section for temporary placement shall meet the requirements of section 12-9-14 for manufactured homes.
- (c) *Limitations on installation in coastal high hazard areas (zone V).* Owners of existing recreational vehicle parks in coastal high hazard areas shall not expand or increase the number of parking sites unless a plan for removal of units from the coastal high hazard area prior to a predicted flood event is prepared and submitted to Escambia County Emergency Management. Recreational vehicle park owners shall notify vehicle owners of the plan for removal.

Sec. 12-9-16. Tanks.

- (a) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- (b) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of subsection (c) of this section shall:
 - (1) Be permitted in flood hazard areas (zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
 - (2) Not be permitted in coastal high hazard areas (zone V).
- (c) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- (d) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:
 - (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 12-9-17. Other development.

- (a) *General requirements for other development.* All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the Florida Building Code, shall:
- (1) Be located and constructed to minimize flood damage;
 - (2) Meet the limitations of section 12-9-13(d) if located in a regulated floodway;
 - (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - (4) Be constructed of flood damage-resistant materials; and
 - (5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- (b) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 12-9-13(d).
- (c) *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 12-9-13(d).
- (d) *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 12-9-13(d). Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 12-9-5(c)(3).
- (e) *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:
- (1) Structurally independent of the foundation system of the building or structure;
 - (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
 - (3) Have a maximum slab thickness of not more than four inches.
- (f) *Decks and patios in coastal high hazard areas (zone V).* In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:
- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (4) A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.
- (g) *Other development in coastal high hazard areas (zone V).* In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include, but are not limited to:
 - (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
 - (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
 - (3) Onsite sewage treatment and disposal systems defined in F.A.C. 64E-6.002, as filled systems or mound systems.
- (h) *Nonstructural fill in coastal high hazard areas (zone V).* In coastal high hazard areas:
 - (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
 - (2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
 - (3) Where authorized by the state department of environmental protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-

dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

SECTION 2. AMENDMENTS TO SECTION 14-2-133, LOCAL GOVERNMENT AMENDMENTS TO FLORIDA BUILDING CODE—TECHNICAL AMENDMENTS.

Section 14-2-133 of the Code of the City of Pensacola, Florida, Local Government Amendments to Florida Building Code—Technical Amendments, is hereby amended to read as follows:

Sec. 14-2-133. ~~Local government amendments to Florida Building Code —~~ Technical Amendments for Flood Hazard Areas.

~~The Florida Building Code permits local governments to adopt amendments which are more stringent than the minimum standards in state statutes, and amendments to the technical provisions of the Florida Building Code which apply solely within the jurisdiction of the local government. Pursuant to the provisions of F.S. § 553.73(4), the following amendments are adopted and applicable within the city limits:~~

- ~~(1) Section 1612.4.2 of the Florida Building Code, Building, is amended to provide:
Elevation requirements. The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus three feet (914 mm), whichever is higher.~~
- ~~(2) Section R322.2.1 of the Florida Building Code, Residential, is amended to provide:
R322.2.1 Elevation requirements.
 - ~~1. Buildings and structures in flood hazard areas including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus three feet (914 mm), or the design flood elevation, whichever is higher.~~
 - ~~2. In areas of shallow flooding (AO zones), buildings and structures shall have the lowest floor (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus three feet (914 mm), or not less than three feet (915 mm) if a depth number is not specified.~~
 - ~~3. Basement floors that are below grade on all sides shall be elevated to or above base flood elevation three feet (914 mm), or the design flood elevation, whichever is higher.~~~~

~~Exception: Enclosed areas below the design flood elevation, including basements with floors that are not below grade on all sides, shall meet the requirements of section 322.2.2.~~

- ~~(3) Section R322.2.2 of the Florida Building Code, Building, is amended to provide:
R322.2.2 Enclosed areas below design flood elevation.
Enclosed areas, including crawl spaces, that are below the design flood elevation shall:
 - ~~1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation~~~~

~~on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).~~

~~(4) Section R322.3.2 of the Florida Building Code, Building, is amended to provide:
R322.3.2 Elevation requirements.~~

- ~~1. Buildings and structures erected within coastal high-hazard areas and Coastal A Zones, shall be elevated so that the bottom of the lowest horizontal structure members supporting the lowest floor, with the exception of pilings, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus three feet (914 mm) or the design flood elevation, whichever is higher.~~
- ~~2. Basement floors that are below grade on all sides are prohibited.~~
- ~~3. The use of fill for structural support is prohibited.~~
- ~~4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.~~
- ~~5. Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of sections R322.3.4 and R322.3.5.~~

~~(5) Section R322.3.4 of the Florida Building Code, Building, is amended to provide:
R322.3.4 Walls below design flood elevation.~~

~~Walls are permitted below the elevated floor, provided that such walls are not part of the structural support of the building or structure and:~~

- ~~1. Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and~~
- ~~2. Are constructed with insect screening or open lattice; or~~
- ~~3. Are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a design safe loading resistance of not less than ten (470 Pa) and no more than 20 pounds per square foot (958 Pa); or~~
- ~~4. Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), the construction documents shall include documentation prepared and sealed by a registered design professional that:
 - ~~4.1. The walls below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.~~
 - ~~4.2. The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water loading~~~~

~~values used shall be those associated with the design flood.~~

~~Wind loading values used shall be those required by this code.~~

~~(6) Section R322.3.5 of the Florida Building Code, Building, is amended to provide:~~

~~R322.3.5 Enclosed areas below the design flood elevation.~~

~~Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).~~

Local amendments to the Florida Building Code applicable in flood hazard areas in the city are in Section 12-9-11 of Chapter 12-9, Floodplain Management.

SECTION 3. FISCAL IMPACT STATEMENT.

In terms of design, plan application review, construction, and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 4. APPLICABILITY.

This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 5. 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 6. CONFLICTS.

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

SECTION 7. 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's title/reference: P.O. No. 8-25. AN ORDINANCE AMENDING THE CITY OF PENSACOLA LAND DEVELOPMENT CODE TO AMEND CHAPTER 12-9, FLOODPLAIN MANAGEMENT, TO ADOPT LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE AND TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; AMENDING SECTION 14-2-133 TO RELOCATE AND REFORMAT LOCAL AMENDMENTS RELATED TO FLOOD HAZARD AREAS, WHICH WILL NOW APPEAR IN CHAPTER 12-9, FLOODPLAIN MANAGEMENT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR 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):

The ordinance will serve the public purpose of public safety and welfare:

The City's floodplain management ordinance must be updated for the City to stay current with FEMA and FDEM standards. All communities that participate in the National Flood Insurance Program (NFIP) must update their ordinance language to maintain their class rating in the Community Rating System (CRS). In addition, FEMA requires that the new Flood Insurance Rate Maps (FIRM) be adopted before August 19, 2025. Failure to adopt the maps would result in suspension from the NFIP and the CRS. The proposed mandatory language does not provide any increases in the standards, but will maintain the current levels of protection that are currently adopted.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

None.

3. Estimate of direct compliance costs that businesses may reasonably incur:

None.

4. Any new charge or fee imposed by the proposed ordinance:

None.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

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.):



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-803

City Council

7/17/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 8-25 - PROPOSED AMENDMENT TO LAND
DEVELOPMENT CODE - CHAPTER 12-9 - FLOODPLAIN MANAGEMENT

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 8-25 on first reading.

AN ORDINANCE AMENDING THE CITY OF PENSACOLA LAND DEVELOPMENT CODE TO AMEND CHAPTER 12-9, FLOODPLAIN MANAGEMENT, TO ADOPT LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE AND TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; AMENDING SECTION 14-2-133 TO RELOCATE AND REFORMAT LOCAL AMENDMENTS RELATED TO FLOOD HAZARD AREAS, WHICH WILL NOW APPEAR IN CHAPTER 12-9, FLOODPLAIN MANAGEMENT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR 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 is required by local, state or federal law, governance or regulation.

The City's floodplain management ordinance must be updated for the City to stay current with FEMA and FDEM standards. All communities that participate in the National Flood Insurance Program (NFIP) must update their ordinance language to maintain their class rating in the Community Rating System (CRS). In addition, FEMA requires that the new Flood Insurance Rate Maps (FIRM) be adopted before August 19, 2025. Failure to adopt the maps would result in suspension from the NFIP and the CRS. The proposed mandatory language does not provide any increases in the standards, but will maintain the current levels of protection that are currently adopted.

PRIOR ACTION:

No prior action.

FUNDING:

No additional funding is required for this ordinance.

FINANCIAL IMPACT:

Adoption of the ordinance will allow the City to remain a Class 7 rating in the Community Rating System. This will allow citizens who hold a NFIP flood policy for properties in the Flood Hazard Area to continue to receive a 15% discount on their flood insurance policy.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/21/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Sherry Morris, Development Services Director
Jonathan Bilby, Building Official, Flood Plain Manager

ATTACHMENTS:

1. Proposed Ordinance No. 8-25
2. Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 8-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE CITY OF PENSACOLA LAND DEVELOPMENT CODE TO AMEND CHAPTER 12-9, FLOODPLAIN MANAGEMENT, TO ADOPT LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE AND TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; AMENDING SECTION 14-2-133 TO RELOCATE AND REFORMAT LOCAL AMENDMENTS RELATED TO FLOOD HAZARD AREAS, WHICH WILL NOW APPEAR IN CHAPTER 12-9, FLOODPLAIN MANAGEMENT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Pensacola participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a Community Rating System (CRS) rating of Class 7, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for the City of Pensacola to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the City Council determined that it is in the public interest to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the current class rating; and

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the City Council previously adopted local amendments to the Florida Building Code and is relocating and reformatting those amendments as part of Chapter 12-9 Floodplain Management; and

WHEREAS, the City Council is adopting a requirement to require buildings that sustain repetitive flood damage during a 10-year period to be included in the definition of "substantial damage," for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*; and

WHEREAS, the City Council has determined that it is in the public interest to adopt the proposed local technical amendment to the *Florida Building Code*, and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section 553.73(4), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA that the following sections of the Code of Ordinances are amended as set forth below, as shown in ~~striketrough~~ and underline format in Section 1 and Section 2.

SECTION 1. AMENDMENTS TO CHAPTER 12-9, FLOODPLAIN MANAGEMENT.

Chapter 12-9 of the Code of the City of Pensacola, Florida, Floodplain Management, is hereby amended to read as follows:

CHAPTER 12-9. FLOODPLAIN MANAGEMENT

Sec. 12-9-1. Statutory authorization, findings of fact, purpose and objectives— General.

- (a) *Title*. These regulations shall be known as the Floodplain Management Ordinance of City of Pensacola, hereinafter referred to as "this chapter."
- (b) *Scope*. The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including, but not limited to, the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

- (c) *Intent.* The purposes of this chapter and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 - (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 - (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development that may increase flood damage or erosion potential;
 - (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 - (5) Minimize damage to public and private facilities and utilities;
 - (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 - (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 - (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in 44 CFR 59.22.
- (d) *Coordination with the Florida Building Code.* This chapter is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- (e) *Warning.* The degree of flood protection required by this chapter and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of 44 CFR 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this chapter.
- (f) *Disclaimer of liability.* This chapter shall not create liability on the part of the city council or by any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision lawfully made thereunder.

Sec. 12-9-2. Applicability.

- (a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (b) *Areas to which this chapter applies.* This chapter shall apply to all flood hazard areas within the city as established in subsection (c) of this section.
- (c) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Escambia County, Florida and Incorporated Areas dated ~~September 29, 2006~~ August 19, 2025, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at inspection services at the city.
- (d) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 12-9-5 the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
 - (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this chapter and, as applicable, the requirements of the Florida Building Code.
 - (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.
- (e) *Other laws.* The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.
- (f) *Abrogation and greater restrictions.* This chapter supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances, including, but not limited to, land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this chapter and any other ordinance, the more restrictive shall govern. This chapter shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.
- (g) *Interpretation.* In the interpretation and application of this chapter, all provisions shall be:
 - (1) Considered as minimum requirements;
 - (2) Liberally construed in favor of the governing body; and
 - (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 12-9-3. Duties and powers of the floodplain administrator.

- (a) *Designation.* The building official is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.
- (b) *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this chapter. The floodplain administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose of this chapter and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this chapter without the granting of a variance pursuant to section 12-9-7.
- (c) *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:
 - (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 - (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;
 - (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - (4) Provide available flood elevation and flood hazard information;
 - (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 - (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
 - (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this chapter is demonstrated, or disapprove the same in the event of noncompliance; and
 - (8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter.
- (d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:
 - (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage";
 - (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 - (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this chapter is required.
- (e) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section 12-9-7.
- (f) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this chapter.
- (g) *Inspections.* The floodplain administrator shall make the required inspections as specified in section 12-9-6 for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- (h) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including, but not limited to:
- (1) Establish procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection (d) of this section;
 - (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;
 - (4) Review required design certifications and documentation of elevations specified by this chapter and the Florida Building Code to determine that such certifications and documentations are complete;
 - (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the city are modified; and

- (6) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the coastal barrier resources system established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as "coastal barrier resource system areas" and "otherwise protected areas."
- (i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ~~ordinance~~ chapter and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this chapter; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at inspection services of the city.

Sec. 12-9-4. Permits.

- (a) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and shall obtain the required permits and approvals. No such permit or approval shall be issued until compliance with the requirements of this chapter and all other applicable codes and regulations has been satisfied.
- (b) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this chapter for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
- (c) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 CFR 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this chapter:

- (1) Railroads and ancillary facilities associated with the railroad.
 - (2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
 - (3) Temporary buildings or sheds used exclusively for construction purposes.
 - (4) Mobile or modular structures used as temporary offices.
 - (5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
 - (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this subsection, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - (7) Family mausoleums not exceeding 250 square feet in area that are prefabricated and assembled onsite or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - (8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
 - (9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.
- (d) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the city. The information provided shall:
- (1) Identify and describe the development to be covered by the permit or approval.
 - (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - (3) Indicate the use and occupancy for which the proposed development is intended.
 - (4) Be accompanied by a site plan or construction documents as specified in section 12-9-5.
 - (5) State the valuation of the proposed work.
 - (6) Be signed by the applicant or the applicant's authorized agent.
 - (7) Give such other data and information as required by the floodplain administrator.
- (e) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the Florida Building Codes, or any other ordinance of the city. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.
- (f) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

- (g) *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this chapter or any other ordinance, regulation or requirement of the city.
- (h) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including, but not limited to, the following:
 - (1) The Northwest Florida Water Management District; F.S. § 373.036.
 - (2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 and F.A.C. ch. 64E-6.
 - (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.
 - (4) Florida Department of Environmental Protection for activities subject to the joint coastal permit; F.S. § 161.055.
 - (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; section 404 of the Clean Water Act.
 - (6) Federal permits and approvals.

Sec. 12-9-5. Site plans and construction documents.

- (a) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this chapter shall be drawn to scale and shall include, as applicable to the proposed development:
 - (1) Delineation of flood hazard areas, floodway boundaries and flood zones, base flood elevations, and ground elevations if necessary for review of the proposed development.
 - (2) Where base flood elevations or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with subsection (b)(2) or (3) of this section.
 - (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with subsection (b)(1) of this section.
 - (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
 - (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
 - (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
 - (7) Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.

- (8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the state department of environmental protection.
- (9) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this chapter but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this chapter.

- (b) *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.
- (4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

- (c) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection (d) of this section and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic

- analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as zone AO or zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices that demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner that preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subsection (d) of this section.
 - (4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.
- (d) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec. 12-9-6. Inspections.

- (a) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.
- (b) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.
- (c) *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.
- (d) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:
 - (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
 - (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 12-9-5(b)(3)b, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

- (e) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in subsection (d) of this section.
- (f) *Manufactured homes.* The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this chapter and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

Sec. 12-9-7. Variances and appeals.

- (a) *General.* ~~The construction board of adjustments and appeals~~ zoning board of adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of this chapter. Pursuant to F.S. § 553.73(5), ~~the construction board of adjustments and appeals~~ zoning board of adjustment shall hear and decide appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to section 3109 of the Florida Building Code, Building.
- (b) *Appeals.* ~~The construction board of adjustments and appeals~~ zoning board of adjustment shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision may appeal such decision by certiorari appeal to the circuit court.
- (c) *Limitations on authority to grant variances.* ~~Construction board of adjustments and appeals~~ The zoning board of adjustment shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection (g) of this section, the conditions of issuance set forth in subsection (h) of this section, and the comments and recommendations of the floodplain administrator. ~~The construction board of adjustments and appeals~~ zoning board of adjustment has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.
- (d) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 12-9-5(c).
- (e) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

- (f) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, provided the variance meets the requirements of section 12-9-5(d), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (g) *Considerations for issuance of variances.* In reviewing requests for variances, the ~~construction board of adjustments and appeals~~ zoning board of adjustment shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this chapter, and the following:
- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 - (2) The danger to life and property due to flooding or erosion damage;
 - (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 - (4) The importance of the services provided by the proposed development to the community;
 - (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 - (6) The compatibility of the proposed development with existing and anticipated development;
 - (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 - (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 - (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
- (h) *Conditions for issuance of variances.* Variances shall be issued only upon:
- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;
 - (2) Determination by the ~~construction board of adjustments and appeals~~ zoning board of adjustment that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

- c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Sec. 12-9-8. Violations.

- (a) *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this chapter that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this chapter, shall be deemed a violation of this chapter. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this chapter or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.
- (b) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this chapter and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person performing the work.
- (c) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Sec. 12-9-9. General.

- (a) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter, have the meanings shown in this section.
- (b) *Terms defined in the Florida Building Code.* Where terms are not defined in this chapter and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
- (c) *Terms not defined.* Where terms are not defined in this chapter or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

Sec. 12-9-10. Definitions generally.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification that may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this chapter.

ASCE 24 means a standard titled flood resistant design and construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a one-percent chance of being equaled or exceeded in any given year. (Also defined in FBC, B, Section 202.) The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). (Also defined in FBC, B, Section 202.)

Basement means the portion of a building having its floor subgrade (below ground level) on all sides. (Also defined in FBC, B, Section 202; see "basement (for flood loads)".)

Coastal construction control line means the line established by the state pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V zones" and are designated on flood insurance rate maps (FIRM) as zone V1-V30, VE, or V.

Design flood means the flood associated with the greater of the following two areas:

- (1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area that may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and *existing structure* mean any buildings and structures for which the "start of construction" commenced before September 15, 1977.

~~*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 15, 1977.~~

~~*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area means the greater of the following two areas:

- (1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data.

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, that authorizes

performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code means the family of codes referenced in F.S. ch. 553, adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Freeboard means the additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of floodplain management. Freeboard tends to compensate for many unknown factors, such as wave action, bridge openings and hydrological effect of urbanization of the watershed, that could contribute to flood heights greater than the height calculated for a selected frequency flood and floodway conditions.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

- (1) *Letter of map amendment (LOMA)*: An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (2) *Letter of map revision (LOMR)*: A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (3) *Letter of map revision based on fill (LOMR-F)*: A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
- (4) *Conditional letter of map revision (CLOMR)*: A formal review and comment as to whether a proposed flood protection project or other project complies with the

minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck means as defined in 40 CFR 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle;
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this chapter, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction means, for the purposes of administration of this chapter and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after September 15, 1977 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 15, 1977.~~

Park trailer means a transportable unit that has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

Recreational vehicle means a vehicle, including a park trailer, which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as zone A, AO, A1—A30, AE, A99, AH, V1—V30, VE or V.

Start of construction means the date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief from the requirements of this chapter, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this chapter or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Sec. 12-9-11. Buildings.

- (a) Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to section 12-9-4(c), buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 12-9-17.
- (b) Buildings and structures seaward of the coastal construction control line. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:
 - (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.
 - (2) Minor structures and non-habitable major structures as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this chapter and ASCE 24.
- (c) Local amendments to Florida Building Code. The Florida Building Code permits local governments to adopt amendments which are more stringent than the minimum standards in state statutes, and amendments to the technical provisions of the Florida Building Code which apply solely within the jurisdiction of the local government. Pursuant to the provisions of F.S. § 553.73(4), the following amendments are adopted and applicable within the city limits:
 - (1) *Repetitive flood damage.* In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Damage " shall be as defined in Section 12-9-10.
 - (2) *Minimum building elevations.* All buildings and structures in flood hazard areas shall have the lowest floor, dry floodproofing measures, or the bottom of the lowest horizontal structural member of the lowest floor, as applicable to occupancy and flood zone, at or above the base flood elevation plus three (3) feet, or the design flood elevation, whichever is higher.
 - (3) *Enclosures below required elevations.* Enclosed areas below the required elevation for dwellings in flood hazard areas shall be limited as follows:

- a. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.
- b. Where perimeter walls are permitted, the limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawlspace) foundations.
- c. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

Sec. 12-9-12. Subdivisions.

- (a) *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
 - (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
 - (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - (2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 12-9-5(b)(1); and
 - (3) Compliance with the site improvement and utilities requirements of section 12-9-13.

Sec. 12-9-13. Site improvements, utilities and limitations.

- (a) *Minimum requirements.* All proposed new development shall be reviewed to determine that:
 - (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and onsite waste disposal systems shall be designed in accordance with the standards

for onsite sewage treatment and disposal systems in F.A.C. ch. 64E-6 and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

- (c) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in F.A.C. ch. 62-532.500 and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- (d) *Limitations on sites in regulatory floodways.* No development, including, but not limited to, site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 12-9-5(c)(1) demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
- (e) *Limitations on placement of fill.* Subject to the limitations of this chapter, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (zone A only), fill shall comply with the requirements of the Florida Building Code.
- (f) *Limitations on sites in coastal high hazard areas (zone V).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the state department of environmental protection and only if the engineering analysis required by section 12-9-5(c)(4) demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with section 12-9-17(h)(3).

Sec. 12-9-14. Manufactured homes.

- (a) *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of F.A.C. ch. 15C-1 and the requirements of this chapter. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.
- (b) *Limitations on installation in floodways.* New installations of manufactured homes shall not be permitted in floodways.
- (c) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
 - (1) In flood hazard areas (zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this chapter. ~~Foundations for manufactured homes subject to subsection (g) of this section are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~

- (2) In coastal high hazard areas (zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this chapter.
- (d) *Anchoring*. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- (e) *Elevation*. ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with subsection (f) or (g) of this section, as applicable. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code*, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).~~
- (f) ~~*General elevation requirement*. Unless subject to the requirements of subsection (g) of this section, all manufactured homes that are placed, replaced, or substantially improved on sites located:~~
- ~~(1) Outside of a manufactured home park or subdivision;~~
 - ~~(2) In a new manufactured home park or subdivision;~~
 - ~~(3) In an expansion to an existing manufactured home park or subdivision; or~~
 - ~~(4) In an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood;~~
- ~~shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (zone A) or Section R322.3 (zone V).~~
- (g) ~~*Elevation requirement for certain existing manufactured home parks and subdivisions*. Manufactured homes that are not subject to subsection (f) of this section, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~
- ~~(1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (zone A) or Section R322.3 (zone V); or~~
 - ~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than six feet in height above grade.~~
- (f)(h) *Enclosures*. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.
- (g)(i) *Utility equipment*. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other

service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

Sec. 12-9-15. Recreational vehicles and park trailers.

- (a) *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
 - (1) Be on the site for fewer than 180 consecutive days; or
 - (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.
- (b) *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in subsection (a) of this section for temporary placement shall meet the requirements of section 12-9-14 for manufactured homes.
- (c) *Limitations on installation in coastal high hazard areas (zone V).* Owners of existing recreational vehicle parks in coastal high hazard areas shall not expand or increase the number of parking sites unless a plan for removal of units from the coastal high hazard area prior to a predicted flood event is prepared and submitted to Escambia County Emergency Management. Recreational vehicle park owners shall notify vehicle owners of the plan for removal.

Sec. 12-9-16. Tanks.

- (a) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- (b) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of subsection (c) of this section shall:
 - (1) Be permitted in flood hazard areas (zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
 - (2) Not be permitted in coastal high hazard areas (zone V).
- (c) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- (d) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:
 - (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 12-9-17. Other development.

- (a) *General requirements for other development.* All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the Florida Building Code, shall:
- (1) Be located and constructed to minimize flood damage;
 - (2) Meet the limitations of section 12-9-13(d) if located in a regulated floodway;
 - (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - (4) Be constructed of flood damage-resistant materials; and
 - (5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- (b) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 12-9-13(d).
- (c) *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 12-9-13(d).
- (d) *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 12-9-13(d). Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 12-9-5(c)(3).
- (e) *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:
- (1) Structurally independent of the foundation system of the building or structure;
 - (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
 - (3) Have a maximum slab thickness of not more than four inches.
- (f) *Decks and patios in coastal high hazard areas (zone V).* In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:
- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
 - (3) A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
 - (4) A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.
- (g) *Other development in coastal high hazard areas (zone V).* In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include, but are not limited to:
- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
 - (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
 - (3) Onsite sewage treatment and disposal systems defined in F.A.C. 64E-6.002, as filled systems or mound systems.
- (h) *Nonstructural fill in coastal high hazard areas (zone V).* In coastal high hazard areas:
- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
 - (2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
 - (3) Where authorized by the state department of environmental protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-

dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

SECTION 2. AMENDMENTS TO SECTION 14-2-133, LOCAL GOVERNMENT AMENDMENTS TO FLORIDA BUILDING CODE—TECHNICAL AMENDMENTS.

Section 14-2-133 of the Code of the City of Pensacola, Florida, Local Government Amendments to Florida Building Code—Technical Amendments, is hereby amended to read as follows:

Sec. 14-2-133. ~~Local government amendments to Florida Building Code —~~ Technical Amendments for Flood Hazard Areas.

~~The Florida Building Code permits local governments to adopt amendments which are more stringent than the minimum standards in state statutes, and amendments to the technical provisions of the Florida Building Code which apply solely within the jurisdiction of the local government. Pursuant to the provisions of F.S. § 553.73(4), the following amendments are adopted and applicable within the city limits:~~

- ~~(1) Section 1612.4.2 of the Florida Building Code, Building, is amended to provide:
Elevation requirements. The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus three feet (914 mm), whichever is higher.~~
- ~~(2) Section R322.2.1 of the Florida Building Code, Residential, is amended to provide:
R322.2.1 Elevation requirements.
 - ~~1. Buildings and structures in flood hazard areas including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus three feet (914 mm), or the design flood elevation, whichever is higher.~~
 - ~~2. In areas of shallow flooding (AO zones), buildings and structures shall have the lowest floor (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus three feet (914 mm), or not less than three feet (915 mm) if a depth number is not specified.~~
 - ~~3. Basement floors that are below grade on all sides shall be elevated to or above base flood elevation three feet (914 mm), or the design flood elevation, whichever is higher.~~~~

~~Exception: Enclosed areas below the design flood elevation, including basements with floors that are not below grade on all sides, shall meet the requirements of section 322.2.2.~~

- ~~(3) Section R322.2.2 of the Florida Building Code, Building, is amended to provide:
R322.2.2 Enclosed areas below design flood elevation.
Enclosed areas, including crawl spaces, that are below the design flood elevation shall:
 - ~~1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation~~~~

~~on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).~~

~~(4) Section R322.3.2 of the Florida Building Code, Building, is amended to provide:
R322.3.2 Elevation requirements.~~

- ~~1. Buildings and structures erected within coastal high-hazard areas and Coastal A Zones, shall be elevated so that the bottom of the lowest horizontal structure members supporting the lowest floor, with the exception of pilings, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus three feet (914 mm) or the design flood elevation, whichever is higher.~~
- ~~2. Basement floors that are below grade on all sides are prohibited.~~
- ~~3. The use of fill for structural support is prohibited.~~
- ~~4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.~~
- ~~5. Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of sections R322.3.4 and R322.3.5.~~

~~(5) Section R322.3.4 of the Florida Building Code, Building, is amended to provide:
R322.3.4 Walls below design flood elevation.~~

~~Walls are permitted below the elevated floor, provided that such walls are not part of the structural support of the building or structure and:~~

- ~~1. Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and~~
- ~~2. Are constructed with insect screening or open lattice; or~~
- ~~3. Are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a design safe loading resistance of not less than ten (470 Pa) and no more than 20 pounds per square foot (958 Pa); or~~
- ~~4. Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), the construction documents shall include documentation prepared and sealed by a registered design professional that:
 - ~~4.1. The walls below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.~~
 - ~~4.2. The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water loading~~~~

~~values used shall be those associated with the design flood.~~

~~Wind loading values used shall be those required by this code.~~

~~(6) Section R322.3.5 of the Florida Building Code, Building, is amended to provide:~~

~~R322.3.5 Enclosed areas below the design flood elevation.~~

~~Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).~~

Local amendments to the Florida Building Code applicable in flood hazard areas in the city are in Section 12-9-11 of Chapter 12-9, Floodplain Management.

SECTION 3. FISCAL IMPACT STATEMENT.

In terms of design, plan application review, construction, and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 4. APPLICABILITY.

This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 5. 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 6. CONFLICTS.

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

SECTION 7. 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's title/reference: P.O. No. 8-25. AN ORDINANCE AMENDING THE CITY OF PENSACOLA LAND DEVELOPMENT CODE TO AMEND CHAPTER 12-9, FLOODPLAIN MANAGEMENT, TO ADOPT LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE AND TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; AMENDING SECTION 14-2-133 TO RELOCATE AND REFORMAT LOCAL AMENDMENTS RELATED TO FLOOD HAZARD AREAS, WHICH WILL NOW APPEAR IN CHAPTER 12-9, FLOODPLAIN MANAGEMENT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR 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):

The ordinance will serve the public purpose of public safety and welfare:

The City's floodplain management ordinance must be updated for the City to stay current with FEMA and FDEM standards. All communities that participate in the National Flood Insurance Program (NFIP) must update their ordinance language to maintain their class rating in the Community Rating System (CRS). In addition, FEMA requires that the new Flood Insurance Rate Maps (FIRM) be adopted before August 19, 2025. Failure to adopt the maps would result in suspension from the NFIP and the CRS. The proposed mandatory language does not provide any increases in the standards, but will maintain the current levels of protection that are currently adopted.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

None.

3. Estimate of direct compliance costs that businesses may reasonably incur:

None.

4. Any new charge or fee imposed by the proposed ordinance:

None.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

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.):



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-836

City Council

7/17/2025

PUBLIC HEARING

SPONSOR: DC Reeves, Mayor

SUBJECT:

PUBLIC HEARING: FUTURE LAND USE MAP AND ZONING MAP AMENDMENT –
RECENTLY ANNEXED PROPERTY - TWO PARCELS LOCATED AT THE 2400 BLOCK OF
LANGLEY AVENUE

RECOMMENDATION:

That City Council conduct a Public Hearing on July 17, 2025, to consider amending the City's Future Land Use Map and Zoning Map for the two parcels located at the 2400 Block of Langley Avenue, which were recently annexed into the City.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola's Strategic Plan, but is required by local, state or federal law, governance or regulation.

The City recently approved the annexation of two parcels located at the 2400 Block of Langley Avenue. The annexation necessitates amending the City's Future Land Use Map and Zoning Map to include the subject properties. The recommended zoning district is "Airport Restricted Zone" (ARZ) with a corresponding Future Land Use designation of Airport (A).

On June 10, 2025, the Planning Board voted 5:0 to recommend approval of the request.

PRIOR ACTION:

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 – Annexation of Airport Owned Property on second reading.

May 11, 2017 - City Council conducted the first of two public hearings regarding the Annexation of Property - Campus Heights.

June 8, 2017 - City Council approved the annexation of seventy-seven (77) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

July 13, 2017 - City Council adopted Ordinance No. 15-17 - Annexation of Airport Owned Property on second reading.

October 11, 2018 - City Council conducted the first of two required public hearings regarding the Annexation of Property - Campus Heights Phase II

November 8, 2018 - City Council approved the annexation of fifty-two (52) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

December 13, 2018 - City Council adopted Ordinance No. 14-18 - Annexation of Airport Owned Property on second reading.

May 9, 2024 - City Council approved the purchase of real property located at 2400 Block Langley Avenue.

April 24, 2025 - City Council approved Proposed Ordinance No. 1-25 on first reading.

May 8, 2025 - City Council approved the final annexation request with adoption of Ordinance 3-25.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/10/2025

STAFF CONTACT:

Tim Kinsella, City Administrator

Sherry Morris, AICP, Development Services Department Director

Cynthia Cannon, AICP, Planning and Zoning Division Manager

ATTACHMENTS:

1. City Council Memo Dated 04.24.2025 - Voluntary Annexation Request
2. DRAFT Planning Board Minutes Dated 06.10.2025
3. Proposed Ordinance No. 09-25 FLUM

4. Proposed Ordinance No. 9-25 FLUM - Business Impact Estimate
5. Proposed Ordinance No. 10-25 Zoning 2400 Langley Ave
6. Business Impact Estimate Zoning
7. 2400 BLK Langley Avenue_Maps
8. Current FLU
9. Current Zoning
10. Proposed FLU
11. Proposed Zoning

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-256

City Council

4/24/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 1-25 - VOLUNTARY ANNEXATION OF AIRPORT-OWNED PROPERTY - 2400 BLOCK LANGLEY AVENUE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 1-25 on first reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND 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.

Campus Heights was identified in the approved year 2000 Airport Master Plan as a development area for a future business commerce park associated with the Airport. Generally, the Campus Heights area is bounded on the east and south by Airport property, on the north by Langley Avenue, and on the west by Tippin Avenue. As parcels are acquired by the Airport that are contiguous to but not within the City limits, it becomes necessary to annex those parcels via the statutory process for the annexation of property.

On May 9, 2024, City Council approved the purchase of real property located at 2400 Block Langley Avenue (Parcel No. 141S292100080001 and 141S292100090001) from Diane Bonner Canady in the amount of \$188,850.00 plus closing costs. The two parcels are located outside the City limits. Therefore, the Airport would like to Annex the property as it is contiguous to the City limits. The proposed inclusion of these other parcels would provide for a clearer City/County boundary in the affected area.

Florida Statute 171.044 provides that:

Voluntary annexation

1. The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality. Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk.

PRIOR ACTION:

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 – Annexation of Airport Owned Property on second reading.

May 11, 2017 - City Council conducted the first of two public hearings regarding the Annexation of Property - Campus Heights.

June 8, 2017 - City Council approved the annexation of seventy-seven (61) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

July 13, 2017 - City Council adopted Ordinance No. 15-17 - Annexation of Airport Owned Property on second reading.

October 11, 2018 - City Council conducted the first of two required public hearings regarding the Annexation of Property - Campus Heights Phase II

November 8, 2018 - City Council approved the annexation of fifty-two (52) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

December 13, 2018 - City Council adopted Ordinance No. 25-18 - Annexation of Airport Owned Property on second reading.

May 9, 2024 - City Council approved the purchase of real property located at 2400 Block Langley Avenue.

FUNDING:

None.

FINANCIAL IMPACT:

The City would receive stormwater, ad valorem, and public service tax revenues where applicable from the subject parcels as well as from any future improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Proposed Ordinance No. 1-25

PRESENTATION: No



MINUTES OF THE PLANNING BOARD

June 10, 2025

MEMBERS PRESENT: Chairperson Ritz, Board Member Villegas, Board Member Grundhoefer, Board Member Powell, Board Member Van Hoose

MEMBERS ABSENT: Vice Chairperson Larson, Board Member Sampson

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant City Planning & Zoning Manager Harding, Development Services Director Morris, Development Services Coordinator Statler, Executive Assistant Chwastyk, Help Desk Technician Russo

STAFF VIRTUAL: N/A

OTHERS PRESENT: Patrick Smith, Lee Magaha, Guy Miller, Jay Baynes, Jerry Holzworth, Tim Lloyd, James Gulley, Dennis Pemberton, Lester Yuen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from April 8, 2025
- New Business:**
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm 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 April 8, 2025, minutes, seconded by Board Member Grundhoefer, and it carried 5:0.

New Business –

Request to Consider a Zoning and Future Land Use Map Amendment for the Voluntary Annexation of Two Parcels Owned by the City of Pensacola

Assistant Planning & Zoning Manager Harding introduced the item. Mr. Matt Coughlin, Pensacola International Airport Director, has requested that the City approve a voluntary annexation to incorporate the two parcels located at 2400 BLK Langley Avenue into the City limits. The annexation request for the subject parcels took place at the April 24 and May 8, 2025, City Council meetings. The parcels are contiguous to the city limits, located along Langley Avenue, and encompass approximately 0.4347 acres. The request indicates that the future plans for the parcels are to incorporate them into Pensacola International Airport property.

These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation.

The city reviewed the adjacent zoning district for the proposed use and recommends “airport restricted zone” (ARZ) for the new zoning district and “Airport” (A) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. After the overview, there were no concerns from City staff, the location was verified, no residential home around the area. **Board Member Villegas made the motion to approve, seconded by Board Member Powell, and it carried 5:0.**

Request to Consider a Zoning and Future Land Use Map Amendment for the Voluntary Annexation of three Parcels Owned by James -Oliver LLC

Assistant Planning & Zoning Manager introduced the item. The City has received a request for voluntary annexation from James-Oliver, LLC for property located at 3728 and 3800 BLK Creighton Road (O'Riley's Uptown Tavern). The parcels that make up the site are partially inside the City limits and partially in unincorporated Escambia County. PPD has confirmed that approval of the annexation request will help resolve Pensacola Police Department jurisdictional issues caused by the current City limit line dividing this commercial site. The first ordinance reading for the annexation request took place at the May 22, 2025, City Council meeting and the second ordinance reading will be on June 12, 2025. The parcels are contiguous to the city limits, located along Creighton Road, and encompass approximately 1.5161 acres.

These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation.

The city reviewed the adjacent zoning district for the proposed use and recommends “commercial” (C-1) for the new zoning district and “Commercial” (C) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. The building itself is in the City limits, the parking lot is currently in the County, the goal is to make it contiguous and allow the City of Pensacola Police department to have jurisdiction of the parking lot along with the building. There was a brief discussion of the history of the zoning parcels in question. The City did receive a few calls only to see what was going to be discussed.

Board Member Villegas made a motion to approve, seconded by Board Member Powell and it carried 5:0.

Request for Final Aesthetic Review – Reverb by Hard Rock Project, 352 W. Cedar Street/ Community Maritime Park, Lot 5

Inspired Communities of Florida is requesting *final aesthetic* review of a new mass-timber luxury apartment building and Reverb by Hard Rock hotel. Aesthetic review by Planning Board is required since the project is located in the Waterfront Redevelopment District (WRD-1). This project will utilize Florida's Live Local Act which allows for increased density and height for the provision of affordable housing units. As a result, and under the Live Local Act, a building height of 150' measured from the lowest occupiable floor is allowed by right, along with a density of 135 dwelling units per acre. This review is only for aesthetics.

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

Assistant Planning & Zoning Manager Harding introduced the item. Dennis Pemberton of the Dawson Company informed the board there would be a brief slide presentation and addressed the addition of windows to the building. Lester Yuen, design director for Gensler, then presented the slides to the board. The beginning of the slide presentation was of site plans showing an arial view of the existing conditions on the lot. The board wants more street activation, and they are providing that. A site planning diagram was shown; it gave a breakdown of the square footage and acreage of lot 4. They provided comparison slides, including slides shown in March and slides showing the changes that were made. They added pop-down retail along DeVilliers, these would be temporary and tucked under the building above them. A change was made to the paving pattern to make it more appealing. Next slide showed the plaza level, they lifted all three levels of parking, they are eight feet higher than previous plans. The board and audience then viewed slides of the typical level, the rooftop level, followed by the landscape plan and the planting plan. The East elevation will be the Hotel, presented with slides showing the materials being used, and for the West elevation, which is the residential side. North elevation may have a digital screen showing artwork, will not be used for advertising or brand recognition. Also, we saw a breakdown of all the levels in each building. The hotel section has not changed; the goal is to be a gathering place. The final slides provided a perspective of what is to come. Clarification of the height above the podium, confirmed it would be 150 feet. Board Member Van Hoose wanted to know about the issue of an escalator, the cost of building was too expensive and the repairs from damage being so close to salt water were not cost effective. They would be providing elevators for the public to use in place of an escalator. There will be bike storage for residents only, they will work on providing bike racks for the public. The lowest level was raised, and they were able to squeeze a few feet from the height of the residents to raise the parking levels so they would not be underground. A discussion was held about the pop-downs, the applicants feel it's preferable, they'll have access to power and water. It gives retailers flexibility, no need for long term leases, they will be able to be customized. Board Member Powell appreciated them addressing the permeable materials, she likes the digital artwork idea. The stormwater management site has an existing retention pond; they will tie into that. They had a brief discussion on why parking is an open area, they feel it brings in lighter and is airy. The delivery door will be painted to blend in with the building, they also discussed why some walls and doors are painted and some are not, discussed the reason behind it. They are above floodplain, briefly discussed the barrier materials in the parking lot.

Board Member Villegas made a motion to approve, seconded by Board Member Powell and it carried 5:0.

Open Forum – none

Discussion

A brief update was given regarding the Land Development Code Phase 2 project.

Adjournment – With no further business, the Board adjourned at 3:27 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

PROPOSED
ORDINANCE NO. 09-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and the appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following small scale development amendment to the comprehensive plan and future land use map of the city;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED IN A DOCUMENT BETWEEN DIANE BONNER CANADY AND THE CITY OF PENSACOLA RECORDED 2024 IN OFFICIAL RECORD BOOK 9178 AT PAGE 1742 WITH THE CLERK OF THE

COURT, ESCAMBIA COUNTY FLORIDA, SITUATE IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 14 AS SHOWN ON THE PLAT OF COLLEGE HEIGHTS SUBDIVISION RECORDED 1957 IN PLAT BOOK 5 AT PAGE 9 WITH THE SAID CLERK OF THE COURT;

THENCE, COINCIDENT WITH THE NORTH LINE OF SAID SECTION 14, NORTH 89 DEGREES 55 MINUTES EAST A DISTANCE OF 732.85 FEET TO A POINT;

THENCE, DEPARTING SAID NORTH LINE OF SECTION 14, SOUTH 00 DEGREES 05 MINUTES EAST A DISTANCE OF 33 FEET TO THE NORTHEAST CORNER OF LOT 9, BLOCK 1 OF SAID COLLEGE HEIGHTS SUBDIVISION BEING THE POINT OF BEGINNING HEREIN DESCRIBED;

THENCE, COINCIDENT WITH THE EAST LINE OF SAID LOT 9, SOUTH 00 DEGREES 10 MINUTES WEST A DISTANCE OF 126.6 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9;

THENCE, COINCIDENT WITH THE SOUTH LINE OF LOTS 8 AND 9, BLOCK 1 OF SAID COLLEGE HEIGHTS SUBDIVISION, SOUTH 89 DEGREES 55 MINUTES WEST A DISTANCE OF 150 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8;

THENCE, COINCIDENT WITH THE WEST LINE OF SAID LOT 8, NORTH 00 DEGREES 10 MINUTES EAST A DISTANCE OF 126.6 FEET TO THE NORTHWEST CORNER OF SAID LOT 8;

THENCE, COINCIDENT WITH THE NORTH LINE OF SAID LOTS 8 AND 9, BLOCK 1 OF SAID COLLEGE HEIGHTS, NORTH 89 DEGREES 55 MINUTES EAST A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

the same is hereby designated as "A" Airport as if all of the said real property had been originally included in City of Pensacola Office Land Use District.

A map depicting the newly annexed area, to be designated "A" as provided herein, is attached hereto as Exhibit A.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or

unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

Exhibit A

[map]



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. 9-25. AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

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.):

PROPOSED
ORDINANCE NO. 10-25

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on June 10, 2025, concerning the following proposed zoning classification affecting the annexed property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED IN A DOCUMENT BETWEEN DIANE BONNER CANADY AND THE CITY OF PENSACOLA RECORDED 2024 IN OFFICIAL RECORD BOOK 9178 AT PAGE 1742 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY FLORIDA, SITUATE IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 14 AS SHOWN

ON THE PLAT OF COLLEGE HEIGHTS SUBDIVISION RECORDED 1957 IN PLAT BOOK 5 AT PAGE 9 WITH THE SAID CLERK OF THE COURT;

THENCE, COINCIDENT WITH THE NORTH LINE OF SAID SECTION 14, NORTH 89 DEGREES 55 MINUTES EAST A DISTANCE OF 732.85 FEET TO A POINT;

THENCE, DEPARTING SAID NORTH LINE OF SECTION 14, SOUTH 00 DEGREES 05 MINUTES EAST A DISTANCE OF 33 FEET TO THE NORTHEAST CORNER OF LOT 9, BLOCK 1 OF SAID COLLEGE HEIGHTS SUBDIVISION BEING THE POINT OF BEGINNING HEREIN DESCRIBED;

THENCE, COINCIDENT WITH THE EAST LINE OF SAID LOT 9, SOUTH 00 DEGREES 10 MINUTES WEST A DISTANCE OF 126.6 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9;

THENCE, COINCIDENT WITH THE SOUTH LINE OF LOTS 8 AND 9, BLOCK 1 OF SAID COLLEGE HEIGHTS SUBDIVISION, SOUTH 89 DEGREES 55 MINUTES WEST A DISTANCE OF 150 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8;

THENCE, COINCIDENT WITH THE WEST LINE OF SAID LOT 8, NORTH 00 DEGREES 10 MINUTES EAST A DISTANCE OF 126.6 FEET TO THE NORTHWEST CORNER OF SAID LOT 8;

THENCE, COINCIDENT WITH THE NORTH LINE OF SAID LOTS 8 AND 9, BLOCK 1 OF SAID COLLEGE HEIGHTS, NORTH 89 DEGREES 55 MINUTES EAST A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

is hereby zoned "ARZ" – Airport Restricted Zone.

A map depicting the newly annexed area, to be zoned "ARZ" as provided herein, is attached hereto as Exhibit A.

SECTION 2. If any word, phrase, clause, paragraph, section, or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

Exhibit A

[zoning map]



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. 10-25. AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

3. Estimate of direct compliance costs that businesses may reasonably incur:

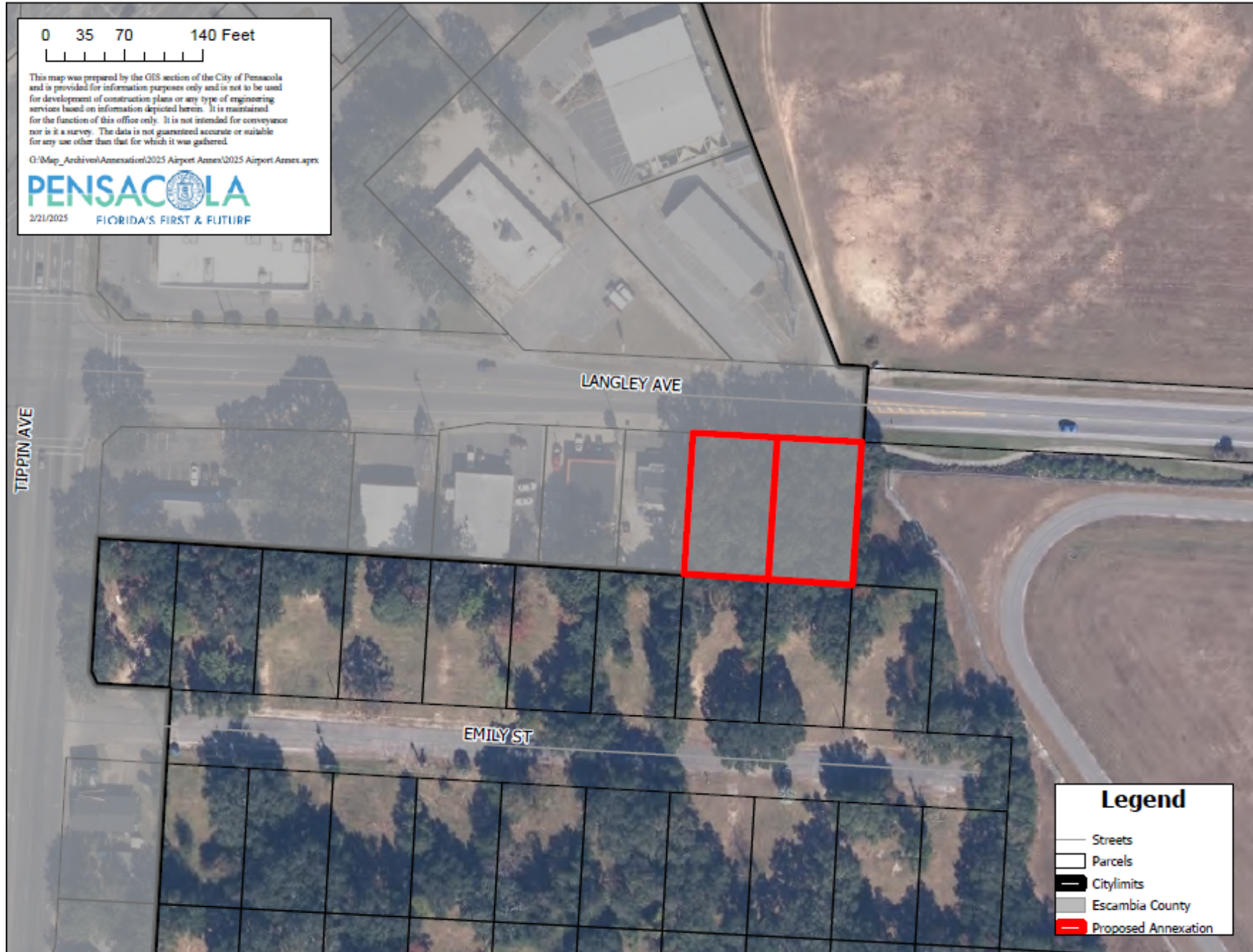
4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

Exhibit A: Map of Annexation Area



Current Future Land Use

Legend

Streets

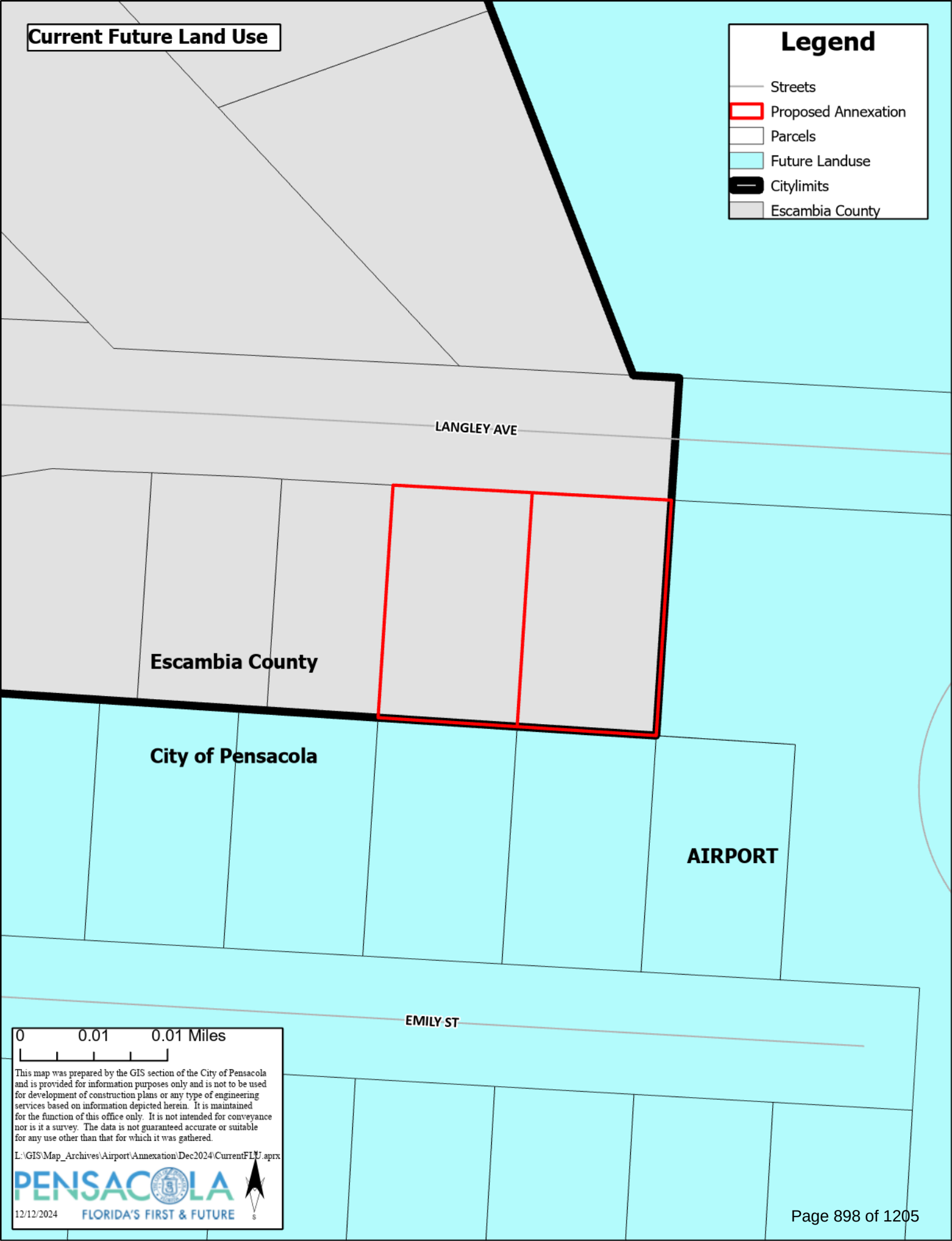
Proposed Annexation

Parcels

Future Landuse

Citylimits

Escambia County



00.010.01 Miles

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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PENSACOLA

FLORIDA'S FIRST & FUTURE

Page 898 of 1205

Proposed Future Land Use

Legend

- Streets
- Proposed Annexation
- Parcels
- Citylimits
- Escambia County
- Proposed Future Landuse

LANGLEY AVE

Escambia County

City of Pensacola

AIRPORT

EMILY ST

0 0.01 0.01 Miles

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Current Zoning

Legend

- Streets
-  Proposed Annexation
-  Parcels
- Zoning**
- ZONING**
-  AIRPORT RESTRICTED ZONE
-  Citylimits
-  Escambia County

LANGLEY AVE

Escambia County

City of Pensacola

AIRPORT
RESTRICTED
ZONE

EMILY ST

0 0.01 0.01 Miles

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Proposed Zoning

Legend

- Streets
- Proposed Annexation
- Parcels
- Citylimits
- Escambia County
- PROPOSED ZONING**
- AIRPORT RESTRICTED ZONE

LANGLEY AVE

Escambia County

City of Pensacola

AIRPORT
RESTRICTED
ZONE

EMILY ST

0 0.01 0.01 Miles

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Current Future Land Use

Legend

Streets

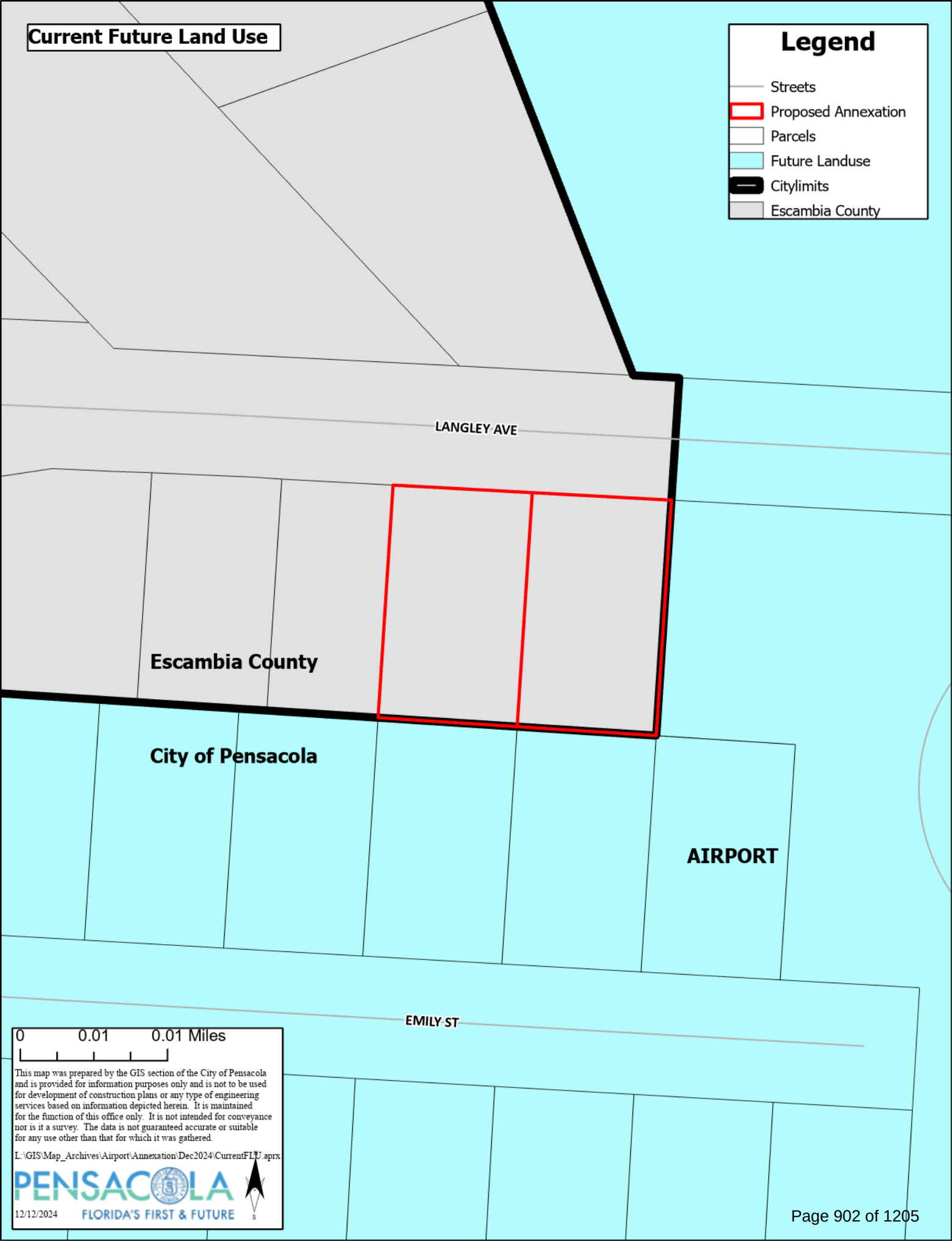
Proposed Annexation

Parcels

Future Landuse

Citylimits

Escambia County



00.010.01 Miles

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PENSACOLA

FLORIDA'S FIRST & FUTURE

Page 902 of 1205

Current Zoning

Legend

- Streets
-  Proposed Annexation
-  Parcels
- Zoning**
- ZONING**
-  AIRPORT RESTRICTED ZONE
-  Citylimits
-  Escambia County

LANGLEY AVE

Escambia County

City of Pensacola

AIRPORT
RESTRICTED
ZONE

EMILY ST

0 0.01 0.01 Miles

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L:\GIS\Map_Archives\Airport\Annexation\Dec2024\Current Zoning.aprx



Proposed Future Land Use

Legend

- Streets
- Proposed Annexation
- Parcels
- Citylimits
- Escambia County
- Proposed Future Landuse

LANGLEY AVE

Escambia County

City of Pensacola

AIRPORT

EMILY ST

0 0.01 0.01 Miles

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L:\GIS\Map_Archives\Airport\Annexation\Dec2024\Proposed FLU.aprx



Proposed Zoning

Legend

- Streets
- Proposed Annexation
- Parcels
- Citylimits
- Escambia County
- PROPOSED ZONING**
- AIRPORT RESTRICTED ZONE

LANGLEY AVE

Escambia County

City of Pensacola

AIRPORT
RESTRICTED
ZONE

EMILY ST

0 0.01 0.01 Miles

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-837

City Council

7/17/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 9-25 - FUTURE LAND USE MAP AND AMENDMENT –
RECENTLY ANNEXED PROPERTY - TWO PARCELS LOCATED AT THE 2400 BLOCK OF
LANGLEY AVENUE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 9-25 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's Strategic Plan, but is required by local, state or federal law, governance or regulation.

The City recently approved the annexation of two parcels located at the 2400 Block of Langley Avenue. The annexation necessitates amending the City's Future Land Use Map and Zoning Map to include the subject properties. The recommended zoning district is "Airport Restricted Zone" (ARZ) with a corresponding Future Land Use designation of Airport (A).

On June 10, 2025, the Planning Board voted 5:0 to recommend approval of the request.

PRIOR ACTION:

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 – Annexation of Airport Owned Property on second reading.

May 11, 2017 - City Council conducted the first of two public hearings regarding the Annexation of Property - Campus Heights.

June 8, 2017 - City Council approved the annexation of seventy-seven (77) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

July 13, 2017 - City Council adopted Ordinance No. 15-17 - Annexation of Airport Owned Property on second reading.

October 11, 2018 - City Council conducted the first of two required public hearings regarding the Annexation of Property - Campus Heights Phase II

November 8, 2018 - City Council approved the annexation of fifty-two (52) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

December 13, 2018 - City Council adopted Ordinance No. 14-18 - Annexation of Airport Owned Property on second reading.

May 9, 2024 - City Council approved the purchase of real property located at 2400 Block Langley Avenue.

April 24, 2025 - City Council approved Proposed Ordinance No. 1-25 on first reading.

May 8, 2025 - City Council approved the final annexation request with adoption of Ordinance No. 3-25.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/10/2025

STAFF CONTACT:

Tim Kinsella, City Administrator

Sherry Morris, AICP, Development Services Department Director

Cynthia Cannon, AICP, Planning and Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 9-25

2. 2400 BLK Langley Avenue Maps
3. Business Impact Estimate
4. Current FLU
5. Proposed FLU
6. DRAFT Planning Board Minutes Dated 06.10.2025
7. City Council Memo Dated 04.24.2025 - Voluntary Annexation Request

PRESENTATION: No

PROPOSED
ORDINANCE NO. 9-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and the appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following small scale development amendment to the comprehensive plan and future land use map of the city;

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

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED IN A DOCUMENT BETWEEN DIANE BONNER CANADY AND THE CITY OF PENSACOLA RECORDED 2024 IN OFFICIAL RECORD BOOK 9178 AT PAGE 1742 WITH THE CLERK OF THE

COURT, ESCAMBIA COUNTY FLORIDA, SITUATE IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 14 AS SHOWN ON THE PLAT OF COLLEGE HEIGHTS SUBDIVISION RECORDED 1957 IN PLAT BOOK 5 AT PAGE 9 WITH THE SAID CLERK OF THE COURT;

THENCE, COINCIDENT WITH THE NORTH LINE OF SAID SECTION 14, NORTH 89 DEGREES 55 MINUTES EAST A DISTANCE OF 732.85 FEET TO A POINT;

THENCE, DEPARTING SAID NORTH LINE OF SECTION 14, SOUTH 00 DEGREES 05 MINUTES EAST A DISTANCE OF 33 FEET TO THE NORTHEAST CORNER OF LOT 9, BLOCK 1 OF SAID COLLEGE HEIGHTS SUBDIVISION BEING THE POINT OF BEGINNING HEREIN DESCRIBED;

THENCE, COINCIDENT WITH THE EAST LINE OF SAID LOT 9, SOUTH 00 DEGREES 10 MINUTES WEST A DISTANCE OF 126.6 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9;

THENCE, COINCIDENT WITH THE SOUTH LINE OF LOTS 8 AND 9, BLOCK 1 OF SAID COLLEGE HEIGHTS SUBDIVISION, SOUTH 89 DEGREES 55 MINUTES WEST A DISTANCE OF 150 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8;

THENCE, COINCIDENT WITH THE WEST LINE OF SAID LOT 8, NORTH 00 DEGREES 10 MINUTES EAST A DISTANCE OF 126.6 FEET TO THE NORTHWEST CORNER OF SAID LOT 8;

THENCE, COINCIDENT WITH THE NORTH LINE OF SAID LOTS 8 AND 9, BLOCK 1 OF SAID COLLEGE HEIGHTS, NORTH 89 DEGREES 55 MINUTES EAST A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

the same is hereby designated as "A" Airport as if all of the said real property had been originally included in City of Pensacola Office Land Use District.

A map depicting the newly annexed area, to be designated "A" as provided herein, is attached hereto as Exhibit A.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or

unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

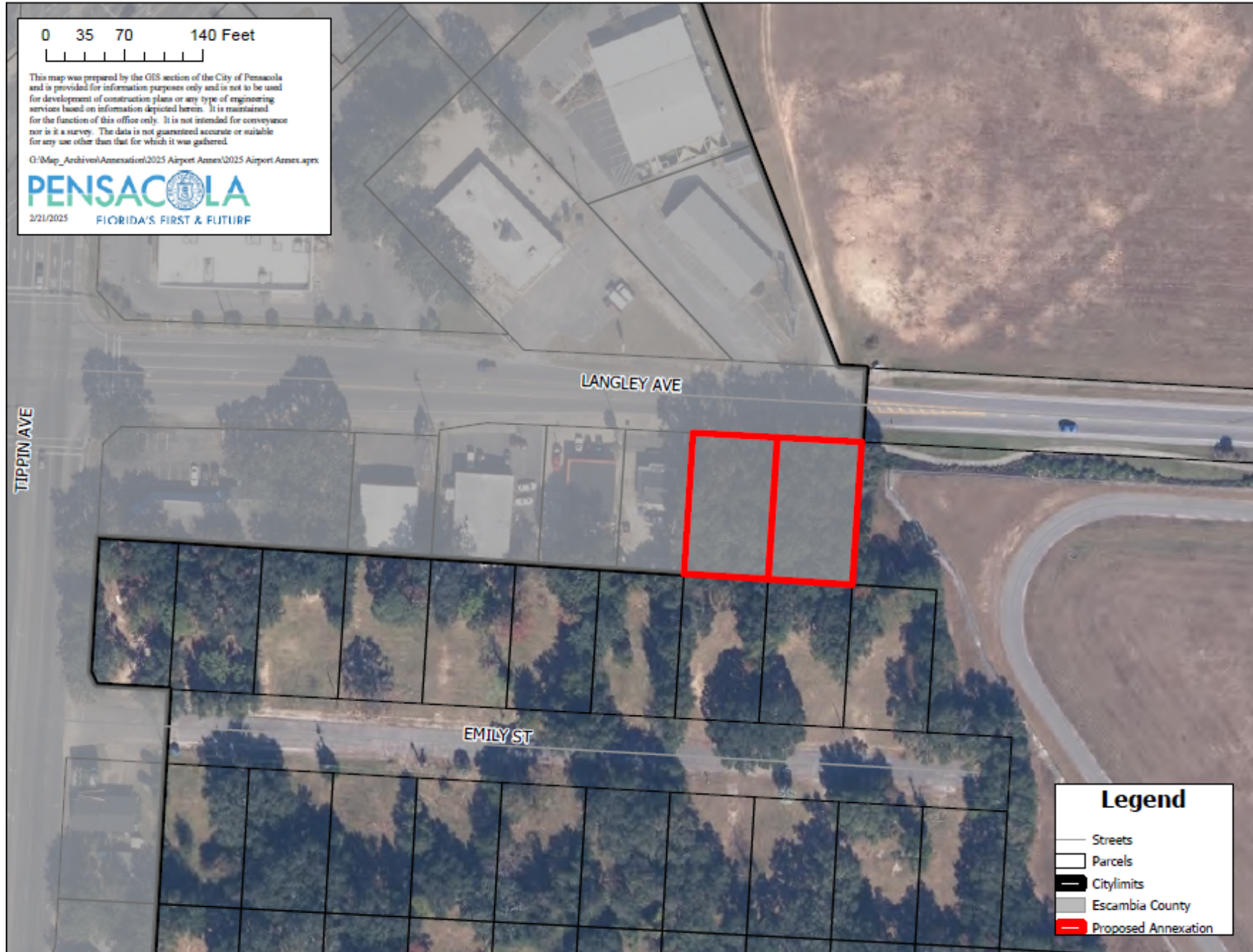
Attest:

City Clerk

Exhibit A

[map]

Exhibit A: Map of Annexation Area



Current Future Land Use

Legend

Streets

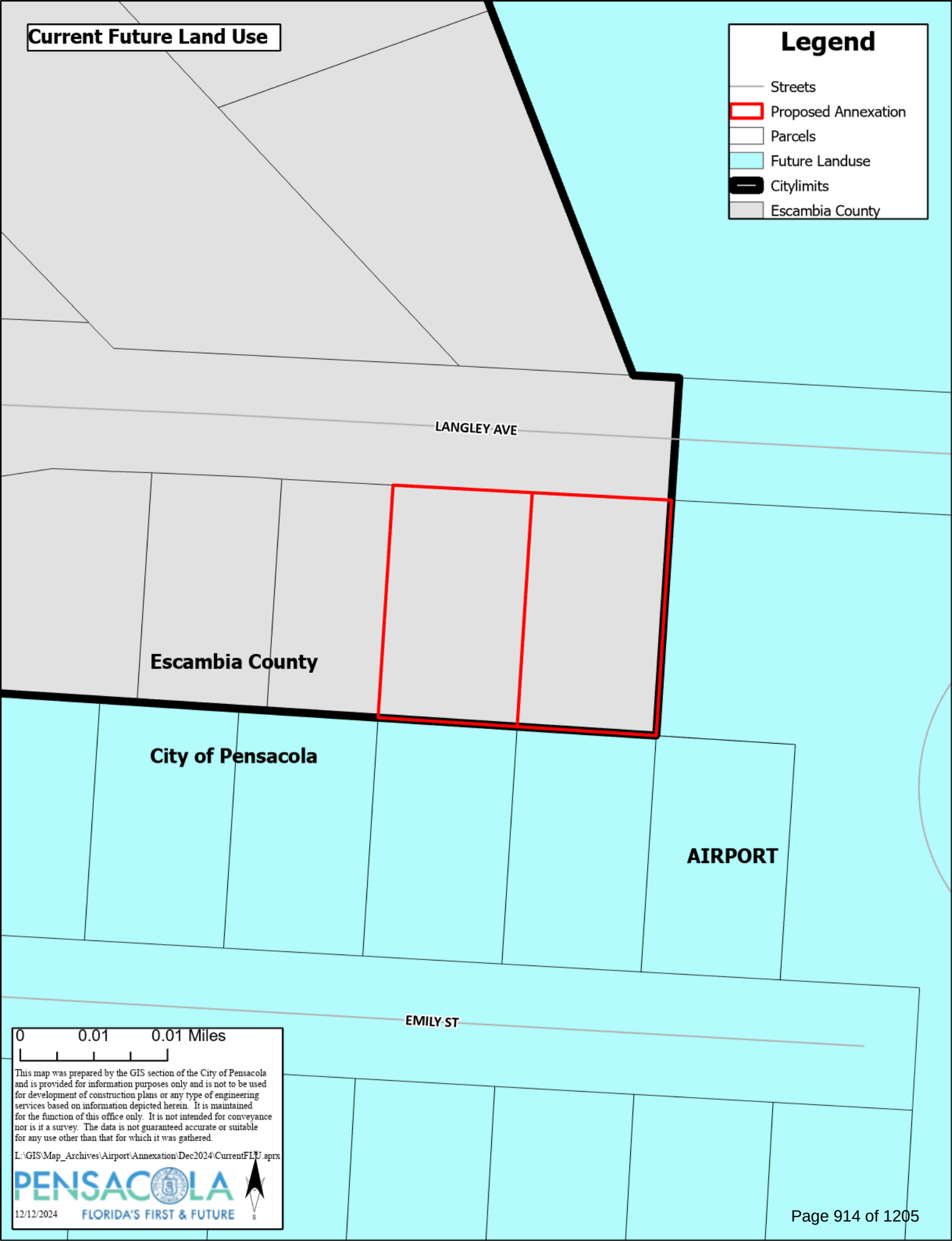
Proposed Annexation

Parcels

Future Landuse

Citylimits

Escambia County



00.010.01 Miles

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PENSACOLA

FLORIDA'S FIRST & FUTURE

Page 914 of 1205

Proposed Future Land Use

Legend

- Streets
- Proposed Annexation
- Parcels
- Citylimits
- Escambia County
- Proposed Future Landuse

LANGLEY AVE

Escambia County

City of Pensacola

AIRPORT

EMILY ST

0 0.01 0.01 Miles

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Current Zoning

Legend

- Streets
-  Proposed Annexation
-  Parcels
- Zoning**
- ZONING**
-  AIRPORT RESTRICTED ZONE
-  Citylimits
-  Escambia County

LANGLEY AVE

Escambia County

City of Pensacola

AIRPORT
RESTRICTED
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Proposed Zoning

Legend

- Streets
- Proposed Annexation
- Parcels
- Citylimits
- Escambia County
- PROPOSED ZONING**
- AIRPORT RESTRICTED ZONE

LANGLEY AVE

Escambia County

City of Pensacola

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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. 9-25. AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

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.):

Current Future Land Use

Legend

Streets

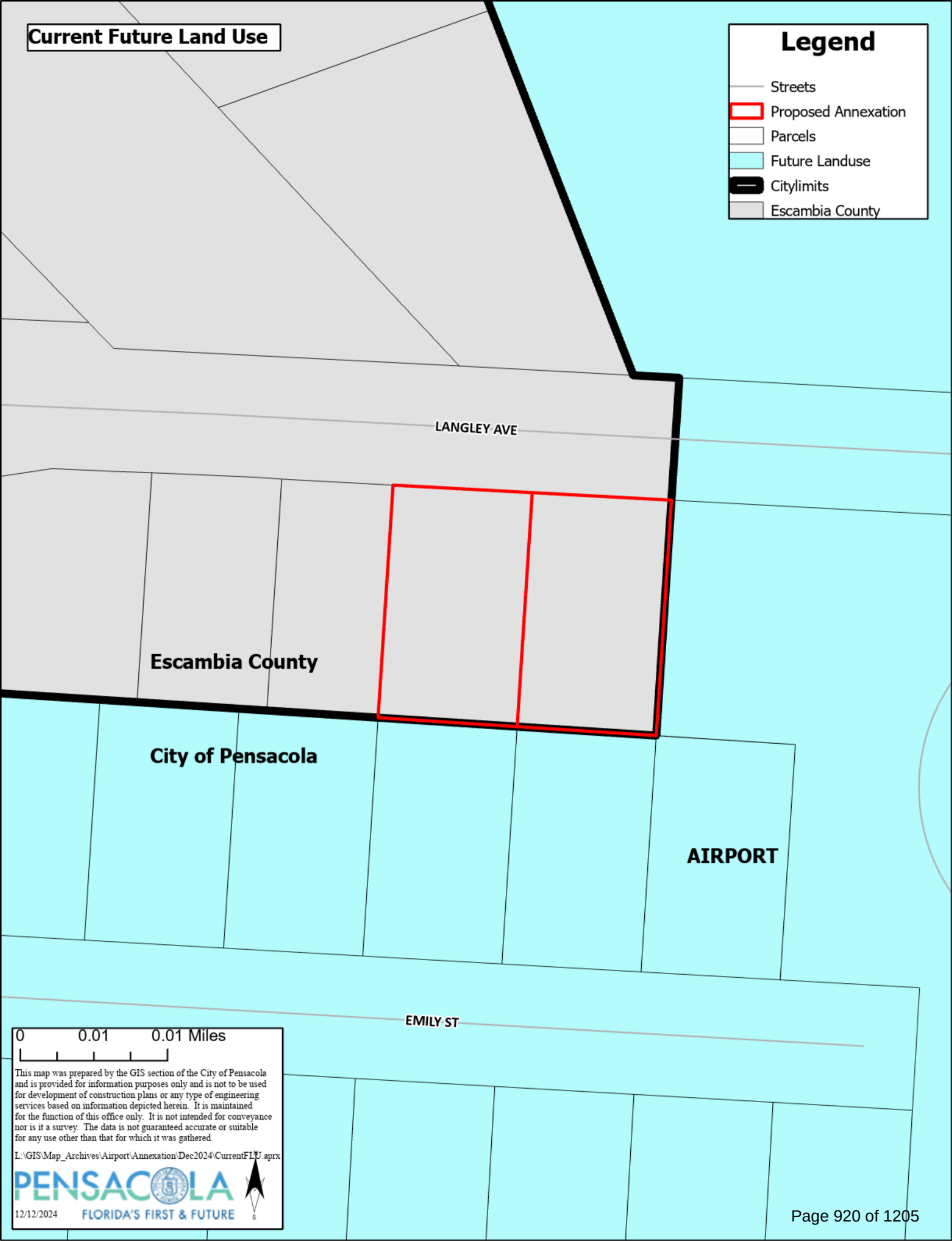
Proposed Annexation

Parcels

Future Landuse

Citylimits

Escambia County



00.010.01 Miles

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PENSACOLA

FLORIDA'S FIRST & FUTURE

Page 920 of 1205

Proposed Future Land Use

Legend

- Streets
- Proposed Annexation
- Parcels
- Citylimits
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LANGLEY AVE

Escambia County

City of Pensacola

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MINUTES OF THE PLANNING BOARD

June 10, 2025

MEMBERS PRESENT: Chairperson Ritz, Board Member Villegas, Board Member Grundhoefer, Board Member Powell, Board Member Van Hoose

MEMBERS ABSENT: Vice Chairperson Larson, Board Member Sampson

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant City Planning & Zoning Manager Harding, Development Services Director Morris, Development Services Coordinator Statler, Executive Assistant Chwastyk, Help Desk Technician Russo

STAFF VIRTUAL: N/A

OTHERS PRESENT: Patrick Smith, Lee Magaha, Guy Miller, Jay Baynes, Jerry Holzworth, Tim Lloyd, James Gulley, Dennis Pemberton, Lester Yuen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from April 8, 2025
- **New Business:**
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm 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 April 8, 2025, minutes, seconded by Board Member Grundhoefer, and it carried 5:0.

New Business –

Request to Consider a Zoning and Future Land Use Map Amendment for the Voluntary Annexation of Two Parcels Owned by the City of Pensacola

Assistant Planning & Zoning Manager Harding introduced the item. Mr. Matt Coughlin, Pensacola International Airport Director, has requested that the City approve a voluntary annexation to incorporate the two parcels located at 2400 BLK Langley Avenue into the City limits. The annexation request for the subject parcels took place at the April 24 and May 8, 2025, City Council meetings. The parcels are contiguous to the city limits, located along Langley Avenue, and encompass approximately 0.4347 acres. The request indicates that the future plans for the parcels are to incorporate them into Pensacola International Airport property.

These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation.

The city reviewed the adjacent zoning district for the proposed use and recommends “airport restricted zone” (ARZ) for the new zoning district and “Airport” (A) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. After the overview, there were no concerns from City staff, the location was verified, no residential home around the area. **Board Member Villegas made the motion to approve, seconded by Board Member Powell, and it carried 5:0.**

Request to Consider a Zoning and Future Land Use Map Amendment for the Voluntary Annexation of three Parcels Owned by James -Oliver LLC

Assistant Planning & Zoning Manager introduced the item. The City has received a request for voluntary annexation from James-Oliver, LLC for property located at 3728 and 3800 BLK Creighton Road (O'Riley's Uptown Tavern). The parcels that make up the site are partially inside the City limits and partially in unincorporated Escambia County. PPD has confirmed that approval of the annexation request will help resolve Pensacola Police Department jurisdictional issues caused by the current City limit line dividing this commercial site. The first ordinance reading for the annexation request took place at the May 22, 2025, City Council meeting and the second ordinance reading will be on June 12, 2025. The parcels are contiguous to the city limits, located along Creighton Road, and encompass approximately 1.5161 acres.

These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation.

The city reviewed the adjacent zoning district for the proposed use and recommends “commercial” (C-1) for the new zoning district and “Commercial” (C) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. The building itself is in the City limits, the parking lot is currently in the County, the goal is to make it contiguous and allow the City of Pensacola Police department to have jurisdiction of the parking lot along with the building. There was a brief discussion of the history of the zoning parcels in question. The City did receive a few calls only to see what was going to be discussed.

Board Member Villegas made a motion to approve, seconded by Board Member Powell and it carried 5:0.

Request for Final Aesthetic Review – Reverb by Hard Rock Project, 352 W. Cedar Street/ Community Maritime Park, Lot 5

Inspired Communities of Florida is requesting *final aesthetic* review of a new mass-timber luxury apartment building and Reverb by Hard Rock hotel. Aesthetic review by Planning Board is required since the project is located in the Waterfront Redevelopment District (WRD-1). This project will utilize Florida's Live Local Act which allows for increased density and height for the provision of affordable housing units. As a result, and under the Live Local Act, a building height of 150' measured from the lowest occupiable floor is allowed by right, along with a density of 135 dwelling units per acre. This review is only for aesthetics.

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

Assistant Planning & Zoning Manager Harding introduced the item. Dennis Pemberton of the Dawson Company informed the board there would be a brief slide presentation and addressed the addition of windows to the building. Lester Yuen, design director for Gensler, then presented the slides to the board. The beginning of the slide presentation was of site plans showing an arial view of the existing conditions on the lot. The board wants more street activation, and they are providing that. A site planning diagram was shown; it gave a breakdown of the square footage and acreage of lot 4. They provided comparison slides, including slides shown in March and slides showing the changes that were made. They added pop-down retail along DeVilliers, these would be temporary and tucked under the building above them. A change was made to the paving pattern to make it more appealing. Next slide showed the plaza level, they lifted all three levels of parking, they are eight feet higher than previous plans. The board and audience then viewed slides of the typical level, the rooftop level, followed by the landscape plan and the planting plan. The East elevation will be the Hotel, presented with slides showing the materials being used, and for the West elevation, which is the residential side. North elevation may have a digital screen showing artwork, will not be used for advertising or brand recognition. Also, we saw a breakdown of all the levels in each building. The hotel section has not changed; the goal is to be a gathering place. The final slides provided a perspective of what is to come. Clarification of the height above the podium, confirmed it would be 150 feet. Board Member Van Hoose wanted to know about the issue of an escalator, the cost of building was too expensive and the repairs from damage being so close to salt water were not cost effective. They would be providing elevators for the public to use in place of an escalator. There will be bike storage for residents only, they will work on providing bike racks for the public. The lowest level was raised, and they were able to squeeze a few feet from the height of the residents to raise the parking levels so they would not be underground. A discussion was held about the pop-downs, the applicants feel it's preferable, they'll have access to power and water. It gives retailers flexibility, no need for long term leases, they will be able to be customized. Board Member Powell appreciated them addressing the permeable materials, she likes the digital artwork idea. The stormwater management site has an existing retention pond; they will tie into that. They had a brief discussion on why parking is an open area, they feel it brings in lighter and is airy. The delivery door will be painted to blend in with the building, they also discussed why some walls and doors are painted and some are not, discussed the reason behind it. They are above floodplain, briefly discussed the barrier materials in the parking lot.

Board Member Villegas made a motion to approve, seconded by Board Member Powell and it carried 5:0.

Open Forum – none

Discussion

A brief update was given regarding the Land Development Code Phase 2 project.

Adjournment – With no further business, the Board adjourned at 3:27 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-256

City Council

4/24/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 1-25 - VOLUNTARY ANNEXATION OF AIRPORT-OWNED PROPERTY - 2400 BLOCK LANGLEY AVENUE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 1-25 on first reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND 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.

Campus Heights was identified in the approved year 2000 Airport Master Plan as a development area for a future business commerce park associated with the Airport. Generally, the Campus Heights area is bounded on the east and south by Airport property, on the north by Langley Avenue, and on the west by Tippin Avenue. As parcels are acquired by the Airport that are contiguous to but not within the City limits, it becomes necessary to annex those parcels via the statutory process for the annexation of property.

On May 9, 2024, City Council approved the purchase of real property located at 2400 Block Langley Avenue (Parcel No. 141S292100080001 and 141S292100090001) from Diane Bonner Canady in the amount of \$188,850.00 plus closing costs. The two parcels are located outside the City limits. Therefore, the Airport would like to Annex the property as it is contiguous to the City limits. The proposed inclusion of these other parcels would provide for a clearer City/County boundary in the affected area.

Florida Statute 171.044 provides that:

Voluntary annexation

1. The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality. Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk.

PRIOR ACTION:

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 – Annexation of Airport Owned Property on second reading.

May 11, 2017 - City Council conducted the first of two public hearings regarding the Annexation of Property - Campus Heights.

June 8, 2017 - City Council approved the annexation of seventy-seven (61) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

July 13, 2017 - City Council adopted Ordinance No. 15-17 - Annexation of Airport Owned Property on second reading.

October 11, 2018 - City Council conducted the first of two required public hearings regarding the Annexation of Property - Campus Heights Phase II

November 8, 2018 - City Council approved the annexation of fifty-two (52) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

December 13, 2018 - City Council adopted Ordinance No. 25-18 - Annexation of Airport Owned Property on second reading.

May 9, 2024 - City Council approved the purchase of real property located at 2400 Block Langley Avenue.

FUNDING:

None.

FINANCIAL IMPACT:

The City would receive stormwater, ad valorem, and public service tax revenues where applicable from the subject parcels as well as from any future improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Proposed Ordinance No. 1-25

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-838

City Council

7/17/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 10-25 - ZONING MAP AMENDMENT – RECENTLY ANNEXED PROPERTY - TWO PARCELS LOCATED AT THE 2400 BLOCK OF LANGLEY AVENUE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 10-25 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; 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's Strategic Plan, but is required by local, state or federal law, governance or regulation.

The City recently approved the annexation of two parcels located at the 2400 Block of Langley Avenue. The annexation necessitates amending the City's Future Land Use Map and Zoning Map to include the subject properties. The recommended zoning district is "Airport Restricted Zone" (ARZ) with a corresponding Future Land Use designation of Airport (A).

On June 10, 2025, the Planning Board voted 5:0 to recommend approval of the request.

PRIOR ACTION:

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 – Annexation of Airport Owned Property on second reading.

May 11, 2017 - City Council conducted the first of two public hearings regarding the Annexation of Property - Campus Heights.

June 8, 2017 - City Council approved the annexation of seventy-seven (77) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

July 13, 2017 - City Council adopted Ordinance No. 15-17 - Annexation of Airport Owned Property on second reading.

October 11, 2018 - City Council conducted the first of two required public hearings regarding the Annexation of Property - Campus Heights Phase II

November 8, 2018 - City Council approved the annexation of fifty-two (52) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

December 13, 2018 - City Council adopted Ordinance No. 14-18 - Annexation of Airport Owned Property on second reading.

May 9, 2024 - City Council approved the purchase of real property located at 2400 Block Langley Avenue.

April 24, 2025 - City Council approved Proposed Ordinance No. 1-25 on first reading.

May 8, 2025 - City Council approved the final annexation request with adoption of Ordinance No. 3-25.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/10/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Sherry Morris, AICP, Development Services Department Director
Cynthia Cannon, AICP, Planning and Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 10-25
2. 2400 BLK Langley Avenue Maps
3. Business Impact Estimate Zoning
4. City Council Memo Dated 04.24.2025 - Voluntary Annexation Request
5. Current Zoning
6. Proposed Zoning
7. DRAFT Planning Board Minutes Dated 06.10.2025

PRESENTATION: No

PROPOSED
ORDINANCE NO. 10-25

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on June 10, 2025, concerning the following proposed zoning classification affecting the annexed property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED IN A DOCUMENT BETWEEN DIANE BONNER CANADY AND THE CITY OF PENSACOLA RECORDED 2024 IN OFFICIAL RECORD BOOK 9178 AT PAGE 1742 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY FLORIDA, SITUATE IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 14 AS SHOWN

ON THE PLAT OF COLLEGE HEIGHTS SUBDIVISION RECORDED 1957 IN PLAT BOOK 5 AT PAGE 9 WITH THE SAID CLERK OF THE COURT;

THENCE, COINCIDENT WITH THE NORTH LINE OF SAID SECTION 14, NORTH 89 DEGREES 55 MINUTES EAST A DISTANCE OF 732.85 FEET TO A POINT;

THENCE, DEPARTING SAID NORTH LINE OF SECTION 14, SOUTH 00 DEGREES 05 MINUTES EAST A DISTANCE OF 33 FEET TO THE NORTHEAST CORNER OF LOT 9, BLOCK 1 OF SAID COLLEGE HEIGHTS SUBDIVISION BEING THE POINT OF BEGINNING HEREIN DESCRIBED;

THENCE, COINCIDENT WITH THE EAST LINE OF SAID LOT 9, SOUTH 00 DEGREES 10 MINUTES WEST A DISTANCE OF 126.6 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9;

THENCE, COINCIDENT WITH THE SOUTH LINE OF LOTS 8 AND 9, BLOCK 1 OF SAID COLLEGE HEIGHTS SUBDIVISION, SOUTH 89 DEGREES 55 MINUTES WEST A DISTANCE OF 150 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8;

THENCE, COINCIDENT WITH THE WEST LINE OF SAID LOT 8, NORTH 00 DEGREES 10 MINUTES EAST A DISTANCE OF 126.6 FEET TO THE NORTHWEST CORNER OF SAID LOT 8;

THENCE, COINCIDENT WITH THE NORTH LINE OF SAID LOTS 8 AND 9, BLOCK 1 OF SAID COLLEGE HEIGHTS, NORTH 89 DEGREES 55 MINUTES EAST A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

is hereby zoned "ARZ" – Airport Restricted Zone.

A map depicting the newly annexed area, to be zoned "ARZ" as provided herein, is attached hereto as Exhibit A.

SECTION 2. If any word, phrase, clause, paragraph, section, or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

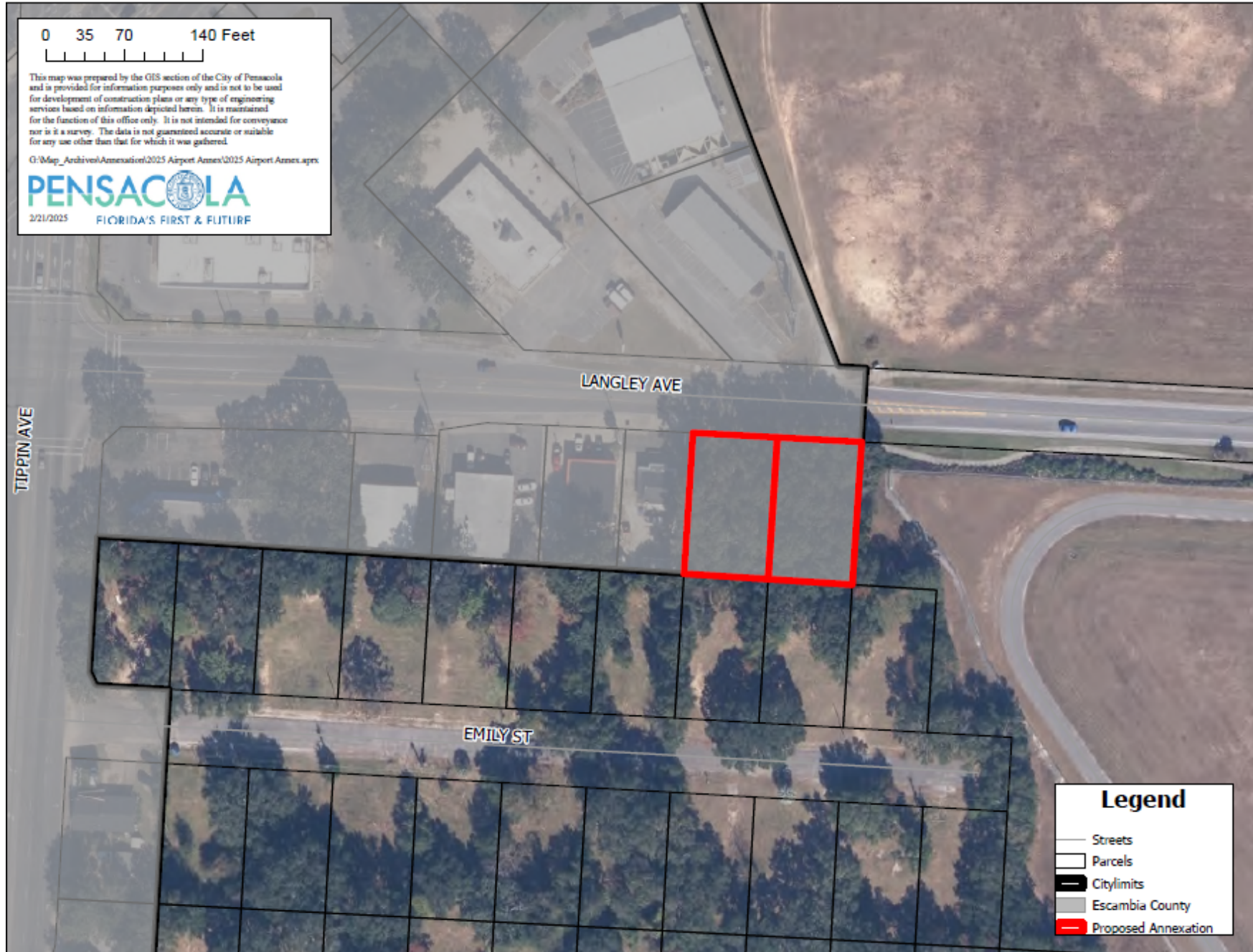
Attest:

City Clerk

Exhibit A

[zoning map]

Exhibit A: Map of Annexation Area



Current Future Land Use

Legend

Streets

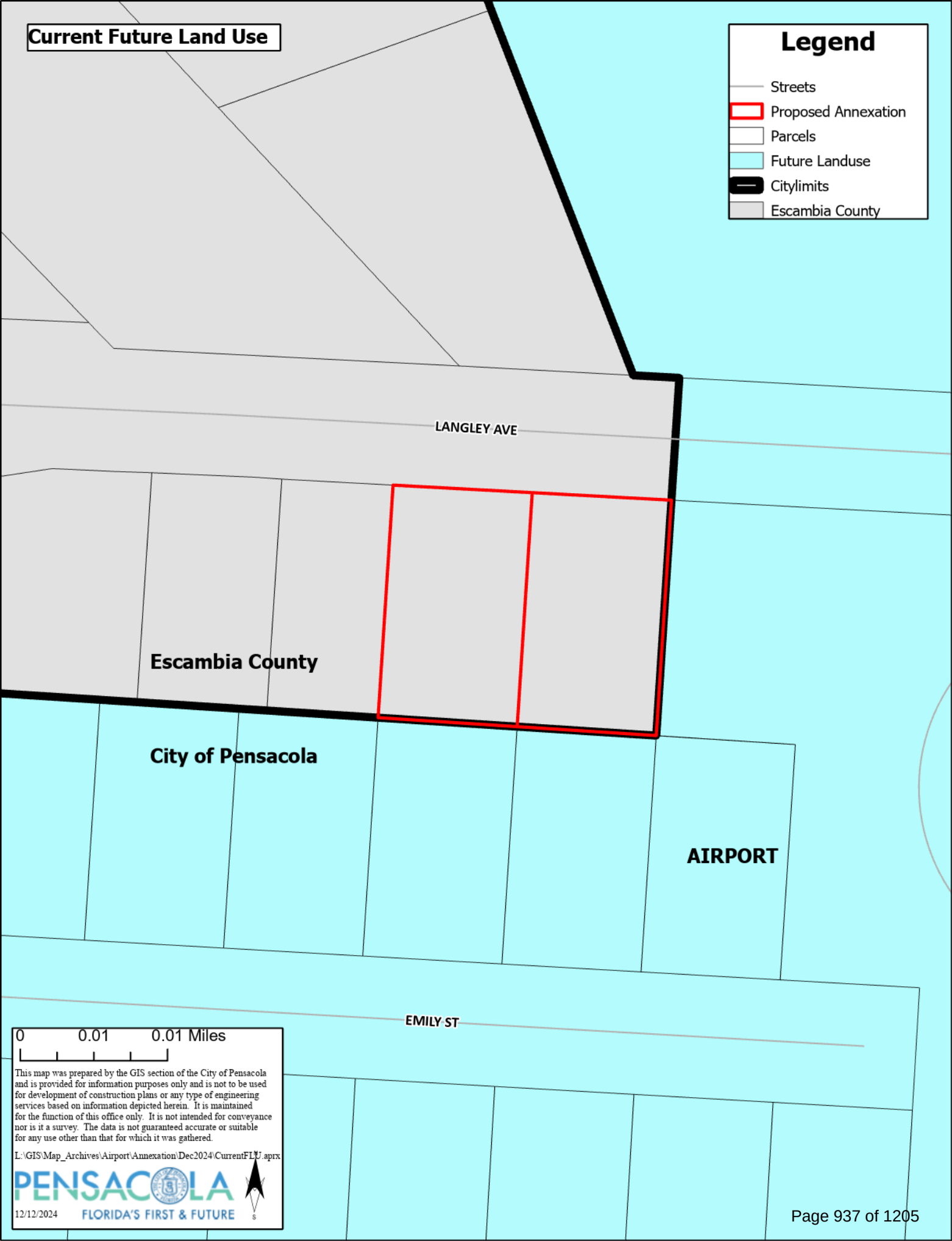
Proposed Annexation

Parcels

Future Landuse

Citylimits

Escambia County



00.010.01 Miles

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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PENSACOLA

FLORIDA'S FIRST & FUTURE

S

Proposed Future Land Use

Legend

- Streets
- Proposed Annexation
- Parcels
- Citylimits
- Escambia County
- Proposed Future Landuse

LANGLEY AVE

Escambia County

City of Pensacola

AIRPORT

EMILY ST

0 0.01 0.01 Miles

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Current Zoning

Legend

- Streets
-  Proposed Annexation
-  Parcels
- Zoning**
- ZONING**
-  AIRPORT RESTRICTED ZONE
-  Citylimits
-  Escambia County

LANGLEY AVE

Escambia County

City of Pensacola

AIRPORT
RESTRICTED
ZONE

EMILY ST

0 0.01 0.01 Miles

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Proposed Zoning

Legend

- Streets
- Proposed Annexation
- Parcels
- Citylimits
- Escambia County
- PROPOSED ZONING**
- AIRPORT RESTRICTED ZONE

LANGLEY AVE

Escambia County

City of Pensacola

AIRPORT
RESTRICTED
ZONE

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0 0.01 0.01 Miles

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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. 10-25. AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-256

City Council

4/24/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 1-25 - VOLUNTARY ANNEXATION OF AIRPORT-OWNED PROPERTY - 2400 BLOCK LANGLEY AVENUE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 1-25 on first reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND 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.

Campus Heights was identified in the approved year 2000 Airport Master Plan as a development area for a future business commerce park associated with the Airport. Generally, the Campus Heights area is bounded on the east and south by Airport property, on the north by Langley Avenue, and on the west by Tippin Avenue. As parcels are acquired by the Airport that are contiguous to but not within the City limits, it becomes necessary to annex those parcels via the statutory process for the annexation of property.

On May 9, 2024, City Council approved the purchase of real property located at 2400 Block Langley Avenue (Parcel No. 141S292100080001 and 141S292100090001) from Diane Bonner Canady in the amount of \$188,850.00 plus closing costs. The two parcels are located outside the City limits. Therefore, the Airport would like to Annex the property as it is contiguous to the City limits. The proposed inclusion of these other parcels would provide for a clearer City/County boundary in the affected area.

Florida Statute 171.044 provides that:

Voluntary annexation

1. The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality. Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk.

PRIOR ACTION:

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 – Annexation of Airport Owned Property on second reading.

May 11, 2017 - City Council conducted the first of two public hearings regarding the Annexation of Property - Campus Heights.

June 8, 2017 - City Council approved the annexation of seventy-seven (61) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

July 13, 2017 - City Council adopted Ordinance No. 15-17 - Annexation of Airport Owned Property on second reading.

October 11, 2018 - City Council conducted the first of two required public hearings regarding the Annexation of Property - Campus Heights Phase II

November 8, 2018 - City Council approved the annexation of fifty-two (52) parcels in the Campus Heights area which were owned by the Pensacola International Airport.

December 13, 2018 - City Council adopted Ordinance No. 25-18 - Annexation of Airport Owned Property on second reading.

May 9, 2024 - City Council approved the purchase of real property located at 2400 Block Langley Avenue.

FUNDING:

None.

FINANCIAL IMPACT:

The City would receive stormwater, ad valorem, and public service tax revenues where applicable from the subject parcels as well as from any future improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Proposed Ordinance No. 1-25

PRESENTATION: No

Current Zoning

Legend

- Streets
- Proposed Annexation
- Parcels
- Zoning**
- ZONING**
- AIRPORT RESTRICTED ZONE
- Citylimits
- Escambia County

LANGLEY AVE

Escambia County

City of Pensacola

AIRPORT
RESTRICTED
ZONE

EMILY ST

0 0.01 0.01 Miles

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Proposed Zoning

Legend

- Streets
- Proposed Annexation
- Parcels
- Citylimits
- Escambia County
- PROPOSED ZONING**
- AIRPORT RESTRICTED ZONE

LANGLEY AVE

Escambia County

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MINUTES OF THE PLANNING BOARD

June 10, 2025

MEMBERS PRESENT: Chairperson Ritz, Board Member Villegas, Board Member Grundhoefer, Board Member Powell, Board Member Van Hoose

MEMBERS ABSENT: Vice Chairperson Larson, Board Member Sampson

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant City Planning & Zoning Manager Harding, Development Services Director Morris, Development Services Coordinator Statler, Executive Assistant Chwastyk, Help Desk Technician Russo

STAFF VIRTUAL: N/A

OTHERS PRESENT: Patrick Smith, Lee Magaha, Guy Miller, Jay Baynes, Jerry Holzworth, Tim Lloyd, James Gulley, Dennis Pemberton, Lester Yuen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from April 8, 2025
- **New Business:**
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm 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 April 8, 2025, minutes, seconded by Board Member Grundhoefer, and it carried 5:0.

New Business –

Request to Consider a Zoning and Future Land Use Map Amendment for the Voluntary Annexation of Two Parcels Owned by the City of Pensacola

Assistant Planning & Zoning Manager Harding introduced the item. Mr. Matt Coughlin, Pensacola International Airport Director, has requested that the City approve a voluntary annexation to incorporate the two parcels located at 2400 BLK Langley Avenue into the City limits. The annexation request for the subject parcels took place at the April 24 and May 8, 2025, City Council meetings. The parcels are contiguous to the city limits, located along Langley Avenue, and encompass approximately 0.4347 acres. The request indicates that the future plans for the parcels are to incorporate them into Pensacola International Airport property.

These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation.

The city reviewed the adjacent zoning district for the proposed use and recommends “airport restricted zone” (ARZ) for the new zoning district and “Airport” (A) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. After the overview, there were no concerns from City staff, the location was verified, no residential home around the area. **Board Member Villegas made the motion to approve, seconded by Board Member Powell, and it carried 5:0.**

Request to Consider a Zoning and Future Land Use Map Amendment for the Voluntary Annexation of three Parcels Owned by James -Oliver LLC

Assistant Planning & Zoning Manager introduced the item. The City has received a request for voluntary annexation from James-Oliver, LLC for property located at 3728 and 3800 BLK Creighton Road (O'Riley's Uptown Tavern). The parcels that make up the site are partially inside the City limits and partially in unincorporated Escambia County. PPD has confirmed that approval of the annexation request will help resolve Pensacola Police Department jurisdictional issues caused by the current City limit line dividing this commercial site. The first ordinance reading for the annexation request took place at the May 22, 2025, City Council meeting and the second ordinance reading will be on June 12, 2025. The parcels are contiguous to the city limits, located along Creighton Road, and encompass approximately 1.5161 acres.

These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation.

The city reviewed the adjacent zoning district for the proposed use and recommends “commercial” (C-1) for the new zoning district and “Commercial” (C) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. The building itself is in the City limits, the parking lot is currently in the County, the goal is to make it contiguous and allow the City of Pensacola Police department to have jurisdiction of the parking lot along with the building. There was a brief discussion of the history of the zoning parcels in question. The City did receive a few calls only to see what was going to be discussed.

Board Member Villegas made a motion to approve, seconded by Board Member Powell and it carried 5:0.

Request for Final Aesthetic Review – Reverb by Hard Rock Project, 352 W. Cedar Street/ Community Maritime Park, Lot 5

Inspired Communities of Florida is requesting *final aesthetic* review of a new mass-timber luxury apartment building and Reverb by Hard Rock hotel. Aesthetic review by Planning Board is required since the project is located in the Waterfront Redevelopment District (WRD-1). This project will utilize Florida's Live Local Act which allows for increased density and height for the provision of affordable housing units. As a result, and under the Live Local Act, a building height of 150' measured from the lowest occupiable floor is allowed by right, along with a density of 135 dwelling units per acre. This review is only for aesthetics.

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

Assistant Planning & Zoning Manager Harding introduced the item. Dennis Pemberton of the Dawson Company informed the board there would be a brief slide presentation and addressed the addition of windows to the building. Lester Yuen, design director for Gensler, then presented the slides to the board. The beginning of the slide presentation was of site plans showing an arial view of the existing conditions on the lot. The board wants more street activation, and they are providing that. A site planning diagram was shown; it gave a breakdown of the square footage and acreage of lot 4. They provided comparison slides, including slides shown in March and slides showing the changes that were made. They added pop-down retail along DeVilliers, these would be temporary and tucked under the building above them. A change was made to the paving pattern to make it more appealing. Next slide showed the plaza level, they lifted all three levels of parking, they are eight feet higher than previous plans. The board and audience then viewed slides of the typical level, the rooftop level, followed by the landscape plan and the planting plan. The East elevation will be the Hotel, presented with slides showing the materials being used, and for the West elevation, which is the residential side. North elevation may have a digital screen showing artwork, will not be used for advertising or brand recognition. Also, we saw a breakdown of all the levels in each building. The hotel section has not changed; the goal is to be a gathering place. The final slides provided a perspective of what is to come. Clarification of the height above the podium, confirmed it would be 150 feet. Board Member Van Hoose wanted to know about the issue of an escalator, the cost of building was too expensive and the repairs from damage being so close to salt water were not cost effective. They would be providing elevators for the public to use in place of an escalator. There will be bike storage for residents only, they will work on providing bike racks for the public. The lowest level was raised, and they were able to squeeze a few feet from the height of the residents to raise the parking levels so they would not be underground. A discussion was held about the pop-downs, the applicants feel it's preferable, they'll have access to power and water. It gives retailers flexibility, no need for long term leases, they will be able to be customized. Board Member Powell appreciated them addressing the permeable materials, she likes the digital artwork idea. The stormwater management site has an existing retention pond; they will tie into that. They had a brief discussion on why parking is an open area, they feel it brings in lighter and is airy. The delivery door will be painted to blend in with the building, they also discussed why some walls and doors are painted and some are not, discussed the reason behind it. They are above floodplain, briefly discussed the barrier materials in the parking lot.

Board Member Villegas made a motion to approve, seconded by Board Member Powell and it carried 5:0.

Open Forum – none

Discussion

A brief update was given regarding the Land Development Code Phase 2 project.

Adjournment – With no further business, the Board adjourned at 3:27 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-839

City Council

7/17/2025

PUBLIC HEARING

SPONSOR: DC Reeves, Mayor

SUBJECT:

PUBLIC HEARING: FUTURE LAND USE MAP AND ZONING MAP AMENDMENT –
RECENTLY ANNEXED PROPERTY - 3728 AND 3800 BLOCK CREIGHTON ROAD (O'
RILEY'S UPTOWN TAVERN)

RECOMMENDATION:

That City Council conduct a Public Hearing on July 17, 2025, to consider amending the City's Future Land Use Map and Zoning Map for the for 3728 and 3800 BLK Creighton Road, which were recently annexed into the City.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola's Strategic Plan, but is required by local, state or federal law, governance or regulation.

The City recently approved the annexation of 3728 and 3800 BLK Creighton Road. The annexation necessitates amending the City's Future Land Use Map and Zoning Map to include the subject properties. The recommended zoning district is "Retail Commercial" (C-1) with a corresponding Future Land Use designation of "Commercial" (C).

On June 10, 2025, the Planning Board voted 5:0 to recommend approval of the request.

PRIOR ACTION:

May 22, 2025 - City Council approved Proposed Ordinance No. 3-25 on first reading.

June 12, 2025 - City Council approved the final annexation request with adoption of Ordinance No. 6-25.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/10/2025

STAFF CONTACT:

Tim Kinsella, City Administrator

Sherry Morris, AICP, Development Services Department Director

Cynthia Cannon, AICP, Planning and Zoning Division Manager

ATTACHMENTS:

1. Warren Sonnen James-Oliver LLC Annexation Request Confirmation Dated 04.10.2025
2. City Council Memo Dated 05.22.2025 - Voluntary Annexation
3. DRAFT Planning Board Minutes Dated 06.10.2025
4. Proposed Ordinance No. 11-25 FLUM
5. Proposed Ordinance No. 11-25 FLUM Business Impact Estimate
6. Proposed Ordinance No. 12-25 Zoning
7. Ordinance No. 12-25 Zoning Business Impact Estimate
8. Creighton Road Maps
9. Current FLU
10. Current Zoning
11. Proposed FLU
12. Proposed Zoning

PRESENTATION: No

Leslie Statler

From: Warren Sonnen <wsonnen@gmail.com>
Sent: Thursday, April 10, 2025 10:37 AM
To: Leslie Statler
Subject: [EXTERNAL] Re: VOLUNTARY ANNEXATION OF O'RILEY'S

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

Leslie,

The below request and details are approved and accurate. Thank you.

Warren Sonnen
214.587.3620
wsonnen@gmail.com



[O'Riley's Affiliates](#)

On Thu, Apr 10, 2025 at 9:37 AM Leslie Statler <LStatler@cityofpensacola.com> wrote:

Hi Warren,

Thank you so much for your time this morning. Per our discussion I need written confirmation of your request for the voluntary annexation of your property. The properties, under the ownership of James-Oliver, LLC, are depicted in the attached map and identified by the parcel numbers below. As a managing partner of James-Oliver, LLC, if you would be so kind as to reply to this email, I will be able to place the item on the next available City Council meeting agenda.

- APO 09-1S-29-3001-030-007, 3728 Creighton Road. Only the northern portion is being requested as the southern portion is located within the City limits. The primary portion of the building is located on this parcel and within City limits.
- 09-1S-29-3001-006-006, 3728 Creighton Road. A portion of the building is located on this parcel.
- 09-1S-29-3001-005-006, 3800 BLK Creighton Road. This is currently vacant land.

Again, thank you for time. I look forward to working with you on your request for voluntary annexation.

Leslie

Leslie Statler

Development Services Coordinator

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Direct Office: 850.435.1673

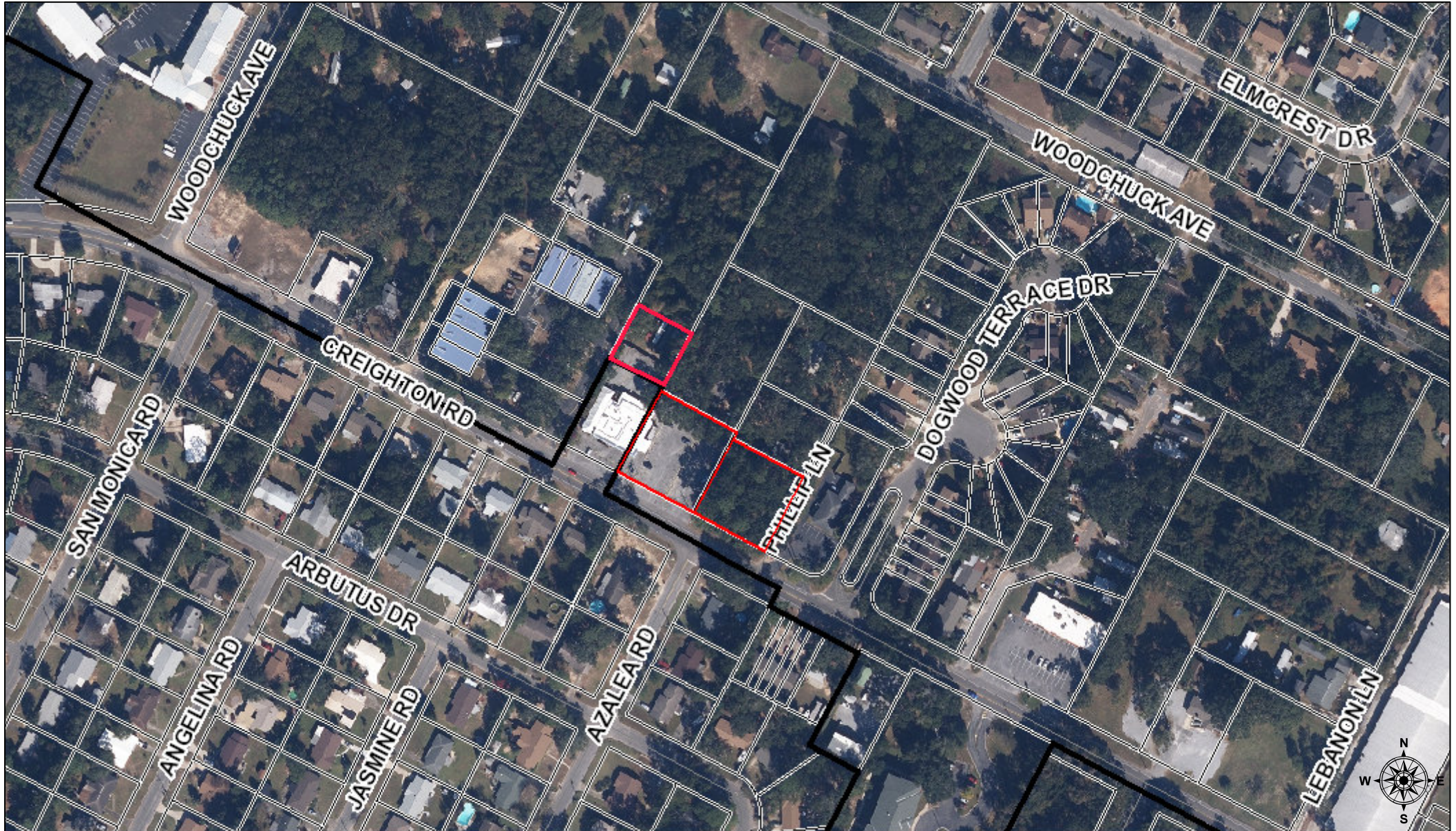
Cell: 850.384.0960

Planning Services: 850.435.1670

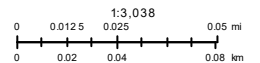
lstatler@cityofpensacola.com



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.



March 20, 2025



WARNING: THIS IS NOT A SURVEY.

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources shown on this map are the best available information at the time of compilation. The user assumes all responsibility for the information contained on this map. Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NOAA, Swire, Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-537

City Council

5/22/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 3-25 - VOLUNTARY ANNEXATION OF JAMES-OLIVER, LLC
PROPERTY - 3728 CREIGHTON ROAD & 3800 BLK CREIGHTON ROAD

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 3-25 on first reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS
AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND
DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING
CLAUSE, AND 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 has received a request for voluntary annexation from James-Oliver, LLC for property located at 3728 and 3800 Block Creighton Road (O'Riley's Uptown Tavern). The parcels that make up the site are partially inside the City limits and partially in unincorporated Escambia County. PPD has confirmed that approval of the annexation request will help resolve Pensacola Police Department jurisdictional issues caused by the current City limit line dividing this commercial site.

The proposed annexation area is contiguous to the City limits and City Departments have confirmed that there are no concerns with providing services to the area. Approval of the annexation request will necessitate a subsequent amendment to the City's Zoning and Future Land Use Maps to include the subject area.

Florida Statute 171.044 provides that:
Voluntary annexation

The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk.

PRIOR ACTION:

None.

FUNDING:

None.

FINANCIAL IMPACT:

The City would receive stormwater, ad valorem, and public service tax revenues where applicable from the subject parcels as well as from any future improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Leslie Statler, Development Services Coordinator

ATTACHMENTS:

1. Proposed Ordinance No. 3-25
2. 2025 Parcels 1 & 2 Exhibit
3. 2025 Parcel 3 Exhibit
4. Business Impact Analysis Report - Proposed Ord No. 3-25

PRESENTATION: No



MINUTES OF THE PLANNING BOARD
June 10, 2025

MEMBERS PRESENT: Chairperson Ritz, Board Member Villegas, Board Member Grundhoefer, Board Member Powell, Board Member Van Hoose

MEMBERS ABSENT: Vice Chairperson Larson, Board Member Sampson

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant City Planning & Zoning Manager Harding, Development Services Director Morris, Development Services Coordinator Statler, Executive Assistant Chwastyk, Help Desk Technician Russo

STAFF VIRTUAL: N/A

OTHERS PRESENT: Patrick Smith, Lee Magaha, Guy Miller, Jay Baynes, Jerry Holzworth, Tim Lloyd, James Gulley, Dennis Pemberton, Lester Yuen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from April 8, 2025
- **New Business:**
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm 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 April 8, 2025, minutes, seconded by Board Member Grundhoefer, and it carried 5:0.

New Business –

Request to Consider a Zoning and Future Land Use Map Amendment for the Voluntary Annexation of Two Parcels Owned by the City of Pensacola

Assistant Planning & Zoning Manager Harding introduced the item. Mr. Matt Coughlin, Pensacola International Airport Director, has requested that the City approve a voluntary annexation to incorporate the two parcels located at 2400 BLK Langley Avenue into the City limits. The annexation request for the subject parcels took place at the April 24 and May 8, 2025, City Council meetings. The parcels are contiguous to the city limits, located along Langley Avenue, and encompass approximately 0.4347 acres. The request indicates that the future plans for the parcels are to incorporate them into Pensacola International Airport property.

These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation.

The city reviewed the adjacent zoning district for the proposed use and recommends “airport restricted zone” (ARZ) for the new zoning district and “Airport” (A) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. After the overview, there were no concerns from City staff, the location was verified, no residential home around the area. **Board Member Villegas made the motion to approve, seconded by Board Member Powell, and it carried 5:0.**

Request to Consider a Zoning and Future Land Use Map Amendment for the Voluntary Annexation of three Parcels Owned by James -Oliver LLC

Assistant Planning & Zoning Manager introduced the item. The City has received a request for voluntary annexation from James-Oliver, LLC for property located at 3728 and 3800 BLK Creighton Road (O'Riley's Uptown Tavern). The parcels that make up the site are partially inside the City limits and partially in unincorporated Escambia County. PPD has confirmed that approval of the annexation request will help resolve Pensacola Police Department jurisdictional issues caused by the current City limit line dividing this commercial site. The first ordinance reading for the annexation request took place at the May 22, 2025, City Council meeting and the second ordinance reading will be on June 12, 2025. The parcels are contiguous to the city limits, located along Creighton Road, and encompass approximately 1.5161 acres.

These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation.

The city reviewed the adjacent zoning district for the proposed use and recommends “commercial” (C-1) for the new zoning district and “Commercial” (C) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. The building itself is in the City limits, the parking lot is currently in the County, the goal is to make it contiguous and allow the City of Pensacola Police department to have jurisdiction of the parking lot along with the building. There was a brief discussion of the history of the zoning parcels in question. The City did receive a few calls only to see what was going to be discussed.

Board Member Villegas made a motion to approve, seconded by Board Member Powell and it carried 5:0.

Request for Final Aesthetic Review – Reverb by Hard Rock Project, 352 W. Cedar Street/ Community Maritime Park, Lot 5

Inspired Communities of Florida is requesting *final aesthetic* review of a new mass-timber luxury apartment building and Reverb by Hard Rock hotel. Aesthetic review by Planning Board is required since the project is located in the Waterfront Redevelopment District (WRD-1). This project will utilize Florida's Live Local Act which allows for increased density and height for the provision of affordable housing units. As a result, and under the Live Local Act, a building height of 150' measured from the lowest occupiable floor is allowed by right, along with a density of 135 dwelling units per acre. This review is only for aesthetics.

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

Assistant Planning & Zoning Manager Harding introduced the item. Dennis Pemberton of the Dawson Company informed the board there would be a brief slide presentation and addressed the addition of windows to the building. Lester Yuen, design director for Gensler, then presented the slides to the board. The beginning of the slide presentation was of site plans showing an arial view of the existing conditions on the lot. The board wants more street activation, and they are providing that. A site planning diagram was shown; it gave a breakdown of the square footage and acreage of lot 4. They provided comparison slides, including slides shown in March and slides showing the changes that were made. They added pop-down retail along DeVilliers, these would be temporary and tucked under the building above them. A change was made to the paving pattern to make it more appealing. Next slide showed the plaza level, they lifted all three levels of parking, they are eight feet higher than previous plans. The board and audience then viewed slides of the typical level, the rooftop level, followed by the landscape plan and the planting plan. The East elevation will be the Hotel, presented with slides showing the materials being used, and for the West elevation, which is the residential side. North elevation may have a digital screen showing artwork, will not be used for advertising or brand recognition. Also, we saw a breakdown of all the levels in each building. The hotel section has not changed; the goal is to be a gathering place. The final slides provided a perspective of what is to come. Clarification of the height above the podium, confirmed it would be 150 feet. Board Member Van Hoose wanted to know about the issue of an escalator, the cost of building was too expensive and the repairs from damage being so close to salt water were not cost effective. They would be providing elevators for the public to use in place of an escalator. There will be bike storage for residents only, they will work on providing bike racks for the public. The lowest level was raised, and they were able to squeeze a few feet from the height of the residents to raise the parking levels so they would not be underground. A discussion was held about the pop-downs, the applicants feel it's preferable, they'll have access to power and water. It gives retailers flexibility, no need for long term leases, they will be able to be customized. Board Member Powell appreciated them addressing the permeable materials, she likes the digital artwork idea. The stormwater management site has an existing retention pond; they will tie into that. They had a brief discussion on why parking is an open area, they feel it brings in lighter and is airy. The delivery door will be painted to blend in with the building, they also discussed why some walls and doors are painted and some are not, discussed the reason behind it. They are above floodplain, briefly discussed the barrier materials in the parking lot.

Board Member Villegas made a motion to approve, seconded by Board Member Powell and it carried 5:0.

Open Forum – none

Discussion

A brief update was given regarding the Land Development Code Phase 2 project.

Adjournment – With no further business, the Board adjourned at 3:27 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

PROPOSED
ORDINANCE NO. 11-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and the appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following small scale development amendment to the comprehensive plan and future land use map of the city;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

PARCEL ONE

A PORTION OF THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE FIRST DESCRIBED PARCEL IN A DOCUMENT BETWEEN J. S. WALLER, INC. AND JAMES-OLIVER, LLC RECORDED 2002 IN OFFICIAL RECORD BOOK 4873 AT PAGE 1511 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 7 OF THE GULL POINT SUBDIVISION NUMBER 1, PENSACOLA TAR AND TURPENTINE COMPANY TRACT RECORDED IN DEED BOOK 59 AT PAGE 380 WITH SAID CLERK OF THE COURT, SITUATE IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE NORTHERLY, COINCIDENT WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 160 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED;

THENCE WESTERLY, PARALLEL TO THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 100 FEET TO A POINT;

THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 98 FEET TO A POINT;

THENCE EASTERLY, PARALLEL TO THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 100 FEET TO A POINT IN THE EAST LINE OF SAID LOT 7;

THENCE SOUTHERLY, COINCIDENT WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 98 FEET TO THE POINT OF BEGINNING.

PARCEL TWO

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE SECOND DESCRIBED PARCEL IN A DOCUMENT BETWEEN J. S. WALLER, INC. AND JAMES-OLIVER, LLC RECORDED 2002 IN OFFICIAL RECORD BOOK 4873 AT PAGE 1511 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 6 OF THE GULL POINT SUBDIVISION NUMBER 1, PENSACOLA TAR AND TURPENTINE COMPANY TRACT RECORDED IN DEED BOOK 59 AT PAGE 380 WITH SAID CLERK OF THE COURT, SITUATE IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE NORTHERLY, COINCIDENT WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 150 FEET TO A POINT;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 141.42 FEET TO A POINT;

THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 150 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 6;

THENCE WESTERLY, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING.

PARCEL THREE

ALL THAT CERTAIN PARCEL OR TRACT OF LAND DESCRIBED IN A DOCUMENT BETWEEN TOLGA ONCE AND JAMES-OLIVER, LLC RECORDED 2025 IN OFFICIAL RECORD BOOK 9281 AT PAGE 693 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 6 OF THE GULL POINT SUBDIVISION NUMBER 1, PENSACOLA TAR AND TURPENTINE COMPANY TRACT RECORDED IN DEED BOOK 59 AT PAGE 380 WITH SAID CLERK OF THE COURT, SITUATE IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE EASTERLY, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED;

THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 135 FEET TO A POINT;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 133.5 FEET TO A POINT;

THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 135 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 6;

THENCE WESTERLY, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 133.5 FEET TO THE POINT OF BEGINNING.

the same is hereby designated as "C" Commercial as if all of the said real property had been originally included in City of Pensacola Office Land Use District.

A map depicting the newly annexed area, to be designated "C" as provided herein, is attached hereto as Exhibit A.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

Exhibit A

[map]



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. 11-25. AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

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.):

PROPOSED
ORDINANCE NO. 12-25

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on June 10, 2025, concerning the following proposed zoning classification affecting the annexed property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

PARCEL ONE

A PORTION OF THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE FIRST DESCRIBED PARCEL IN A DOCUMENT BETWEEN J. S. WALLER, INC. AND JAMES-OLIVER, LLC RECORDED 2002 IN OFFICIAL RECORD BOOK 4873 AT PAGE 1511 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 7 OF THE GULL POINT SUBDIVISION NUMBER 1, PENSACOLA TAR AND TURPENTINE COMPANY TRACT RECORDED IN DEED BOOK 59 AT PAGE 380 WITH SAID CLERK OF THE COURT, SITUATE IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA;

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THENCE SOUTHERLY, COINCIDENT WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 98 FEET TO THE POINT OF BEGINNING.

PARCEL TWO

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE SECOND DESCRIBED PARCEL IN A DOCUMENT BETWEEN J. S. WALLER, INC. AND JAMES-OLIVER, LLC RECORDED 2002 IN OFFICIAL RECORD BOOK 4873 AT PAGE 1511 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE WESTERLY, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 133.5 FEET TO THE POINT OF BEGINNING.

is hereby zoned "C-1" – Commercial Zoning District.

A map depicting the newly annexed area, to be zoned "C-1" as provided herein, is attached hereto as Exhibit A.

SECTION 2. If any word, phrase, clause, paragraph, section, or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby

repealed to the extent of such conflict.

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

Exhibit A

[zoning map]



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. 12-25. AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

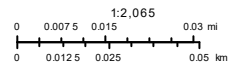
5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):



June 3, 2025



WARNING: THIS IS NOT A SURVEY.
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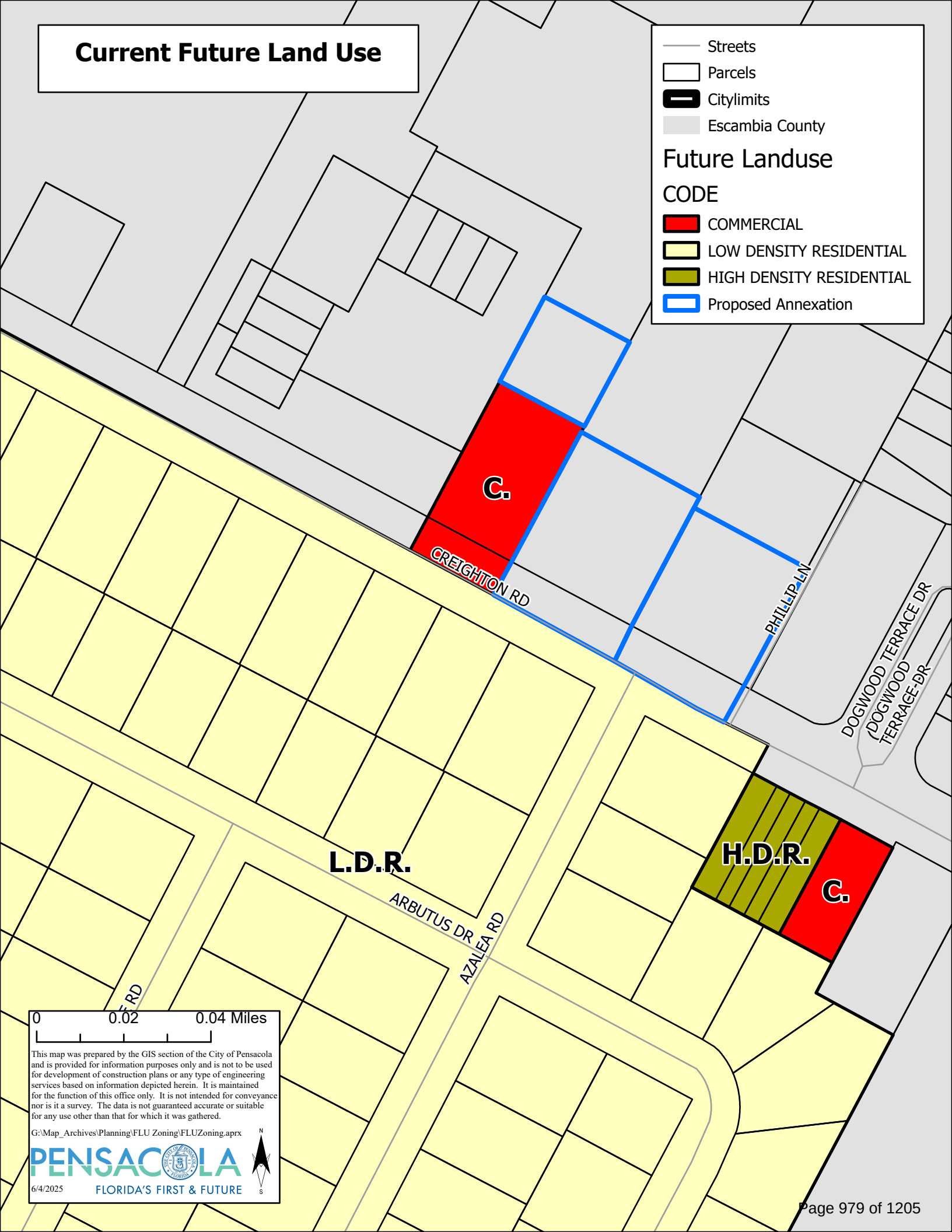
Current Future Land Use

- Streets
- Parcels
- Citylimits
- Escambia County

Future Landuse

CODE

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- Proposed Annexation



0 0.02 0.04 Miles

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G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx

PENSACOLA

6/4/2025 FLORIDA'S FIRST & FUTURE



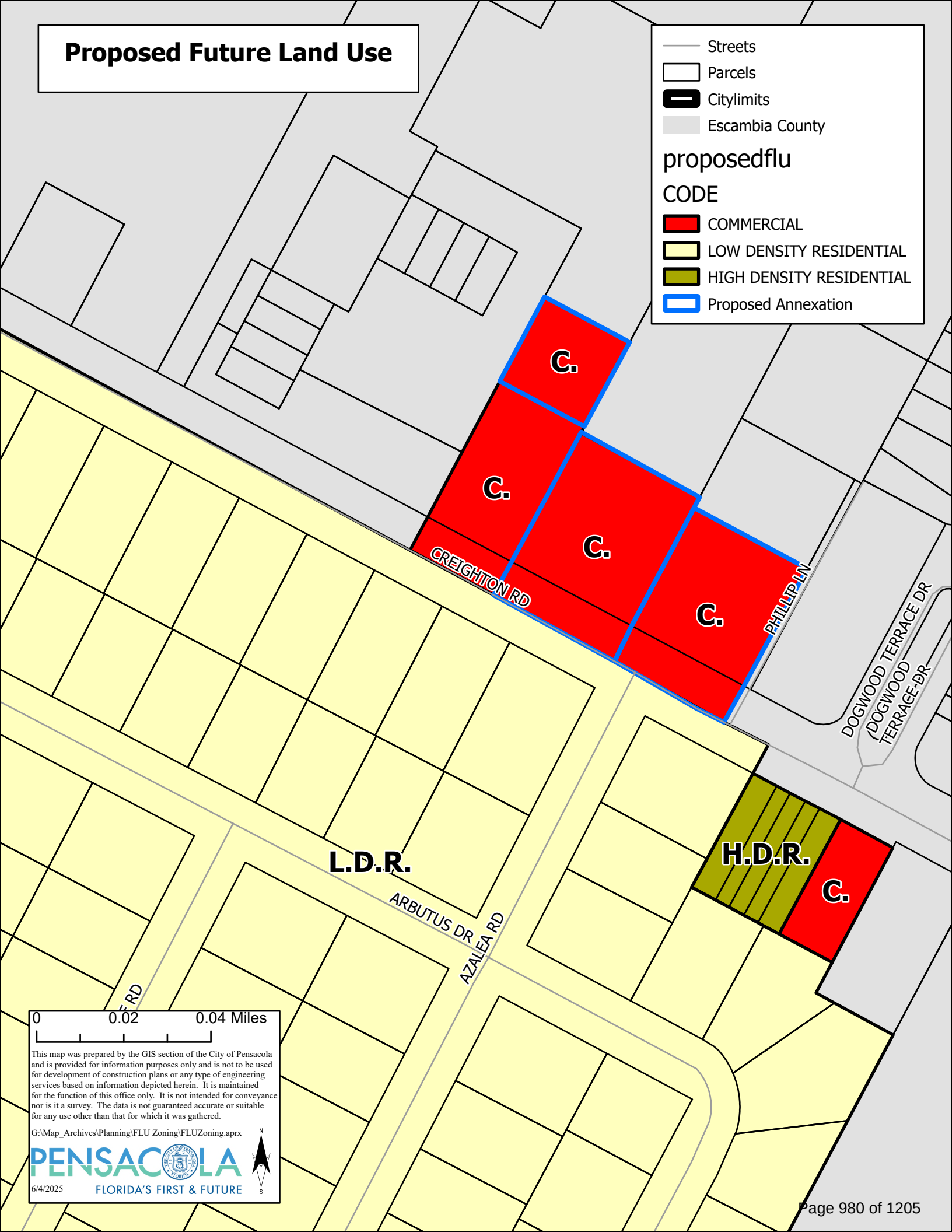
Proposed Future Land Use

- Streets
- Parcels
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proposedflu

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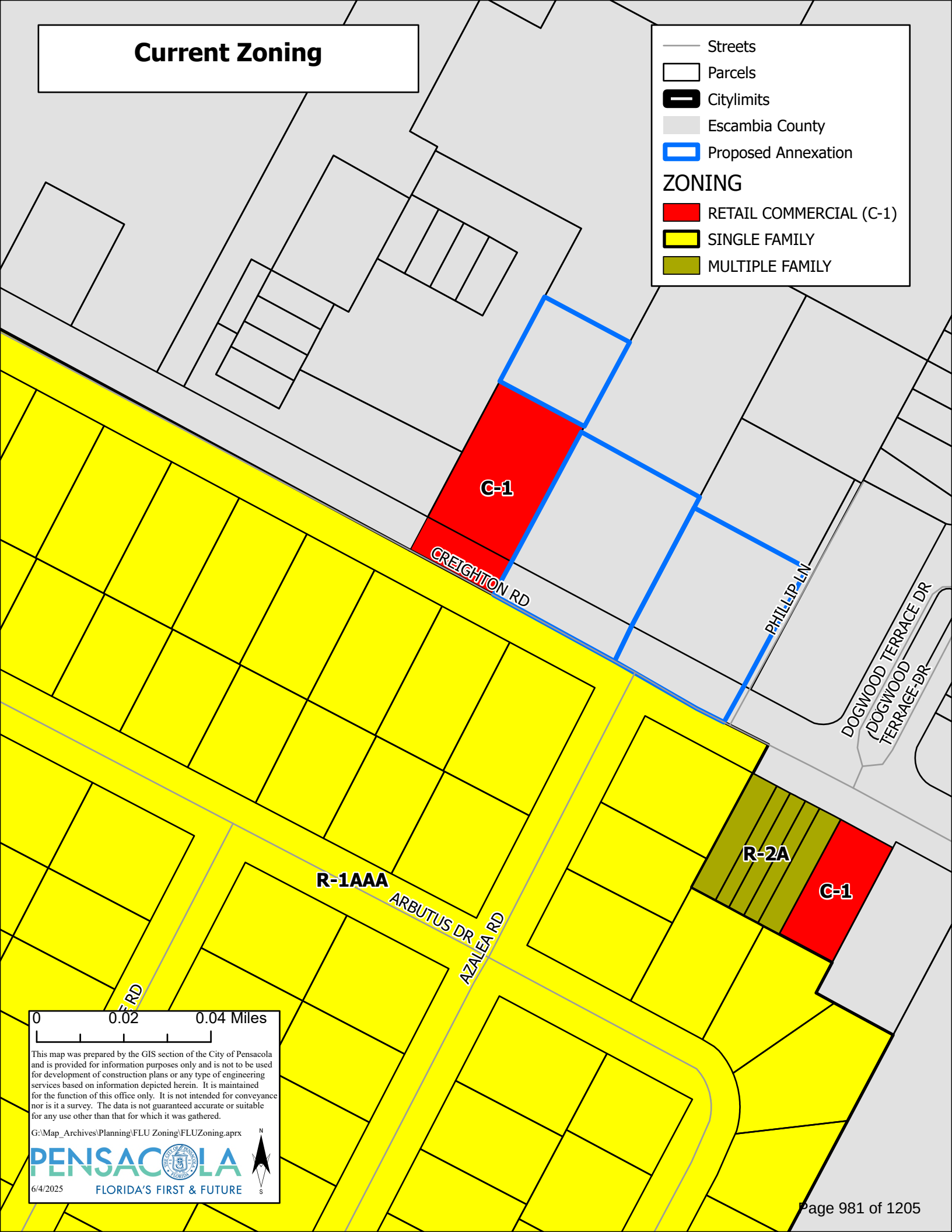
PENSACOLA

6/4/2025 FLORIDA'S FIRST & FUTURE



Current Zoning

- Streets
 - Parcels
 - Citylimits
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 - Proposed Annexation
- ### ZONING
- RETAIL COMMERCIAL (C-1)
 - SINGLE FAMILY
 - MULTIPLE FAMILY



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PENSACOLA
FLORIDA'S FIRST & FUTURE



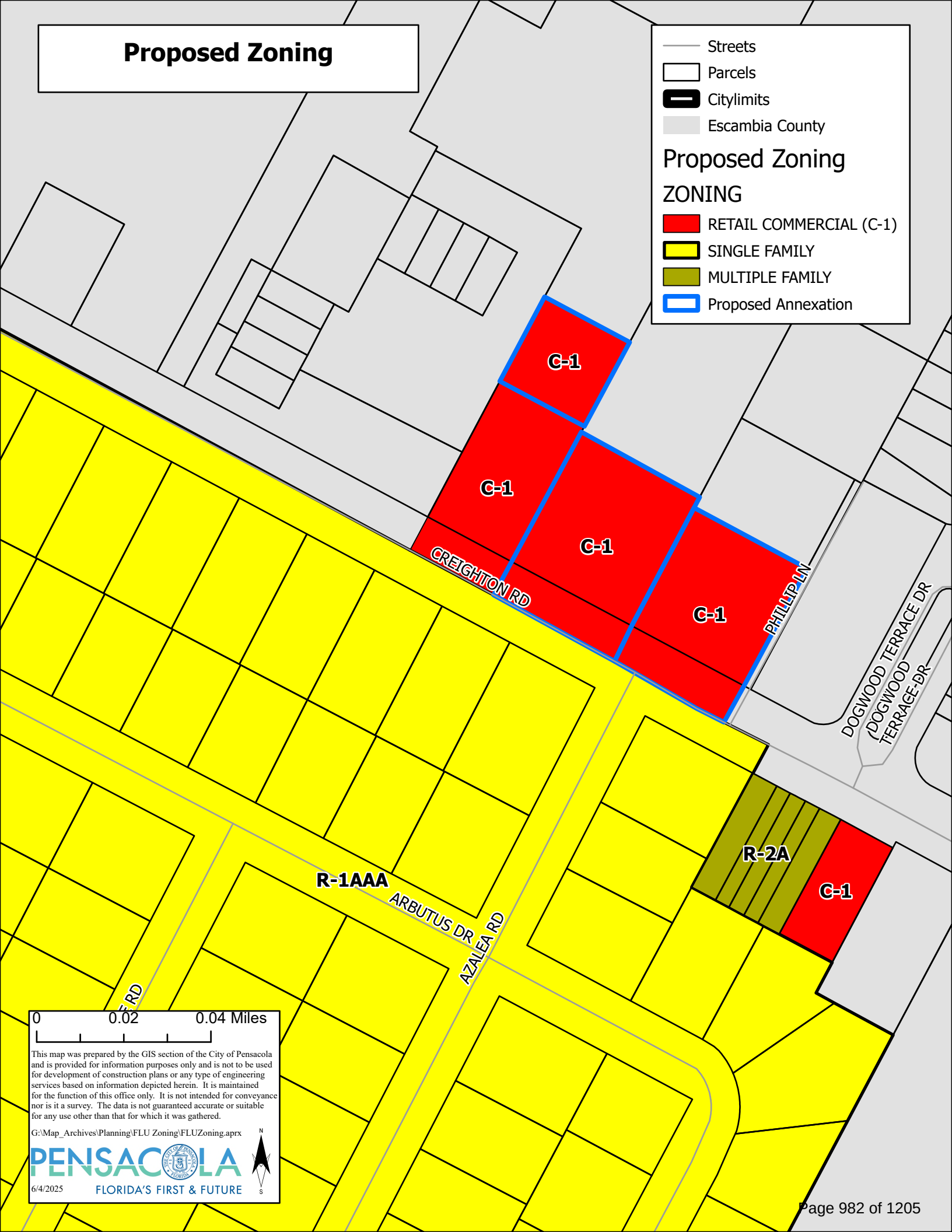
Proposed Zoning

- Streets
- Parcels
- Citylimits
- Escambia County

Proposed Zoning

ZONING

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PENSACOLA
FLORIDA'S FIRST & FUTURE

6/4/2025



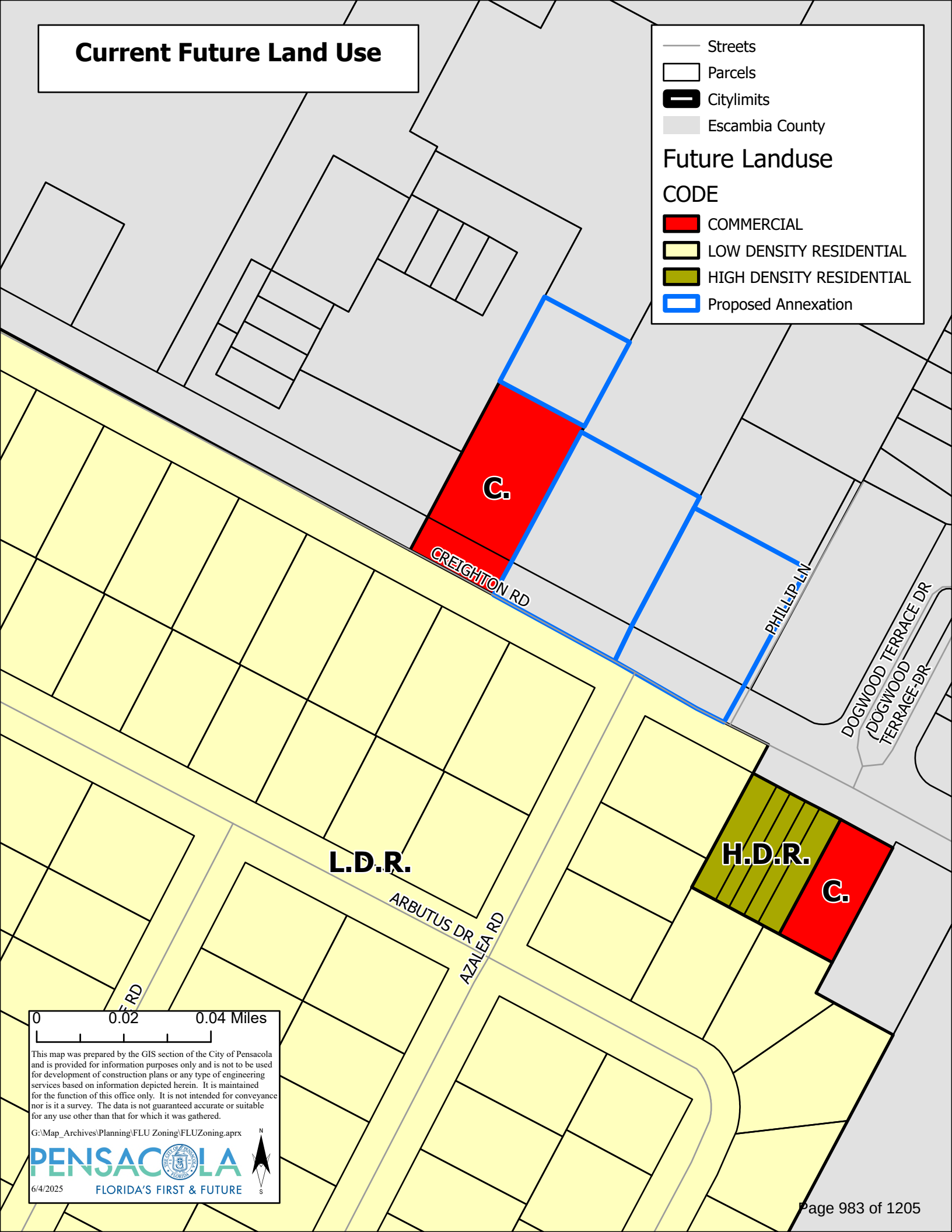
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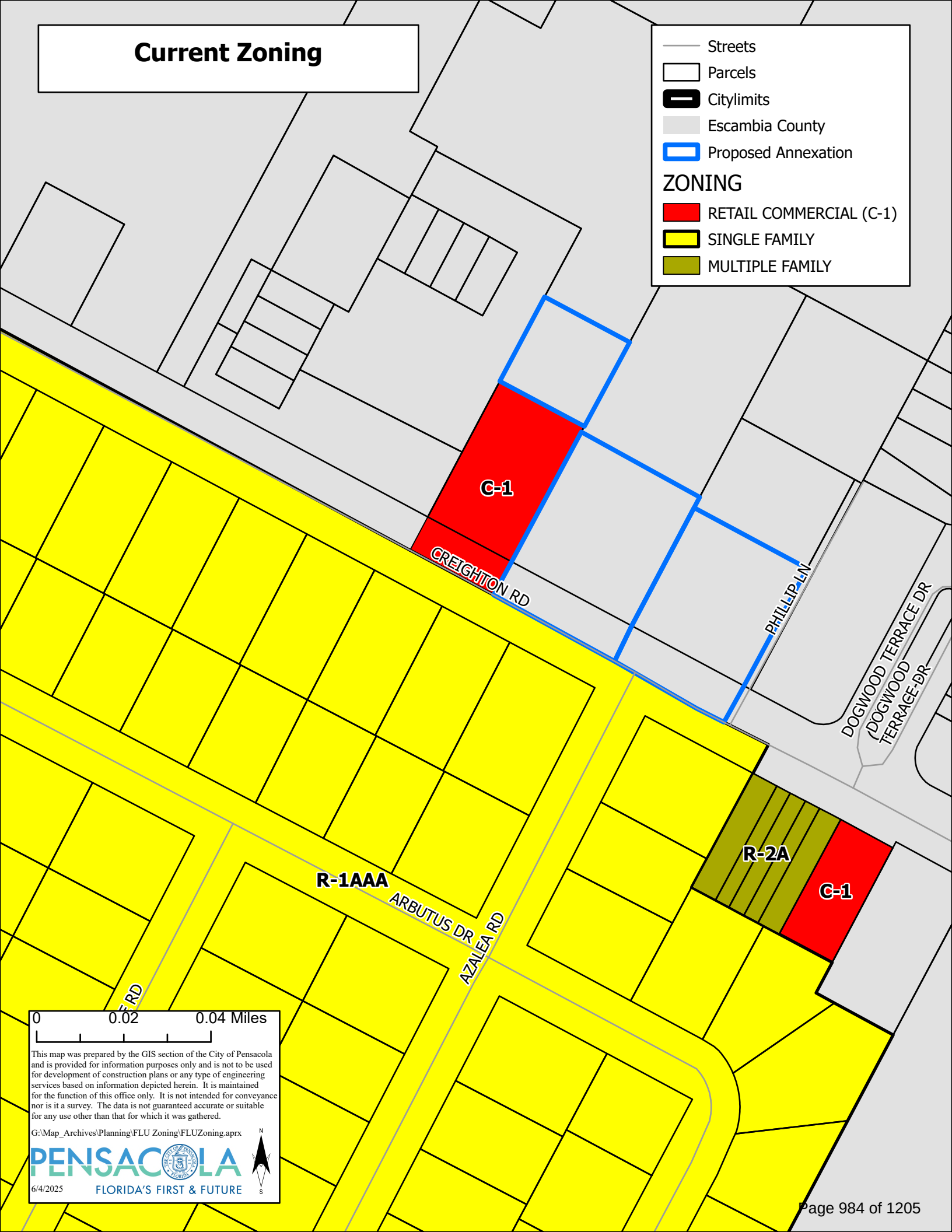
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6/4/2025 FLORIDA'S FIRST & FUTURE



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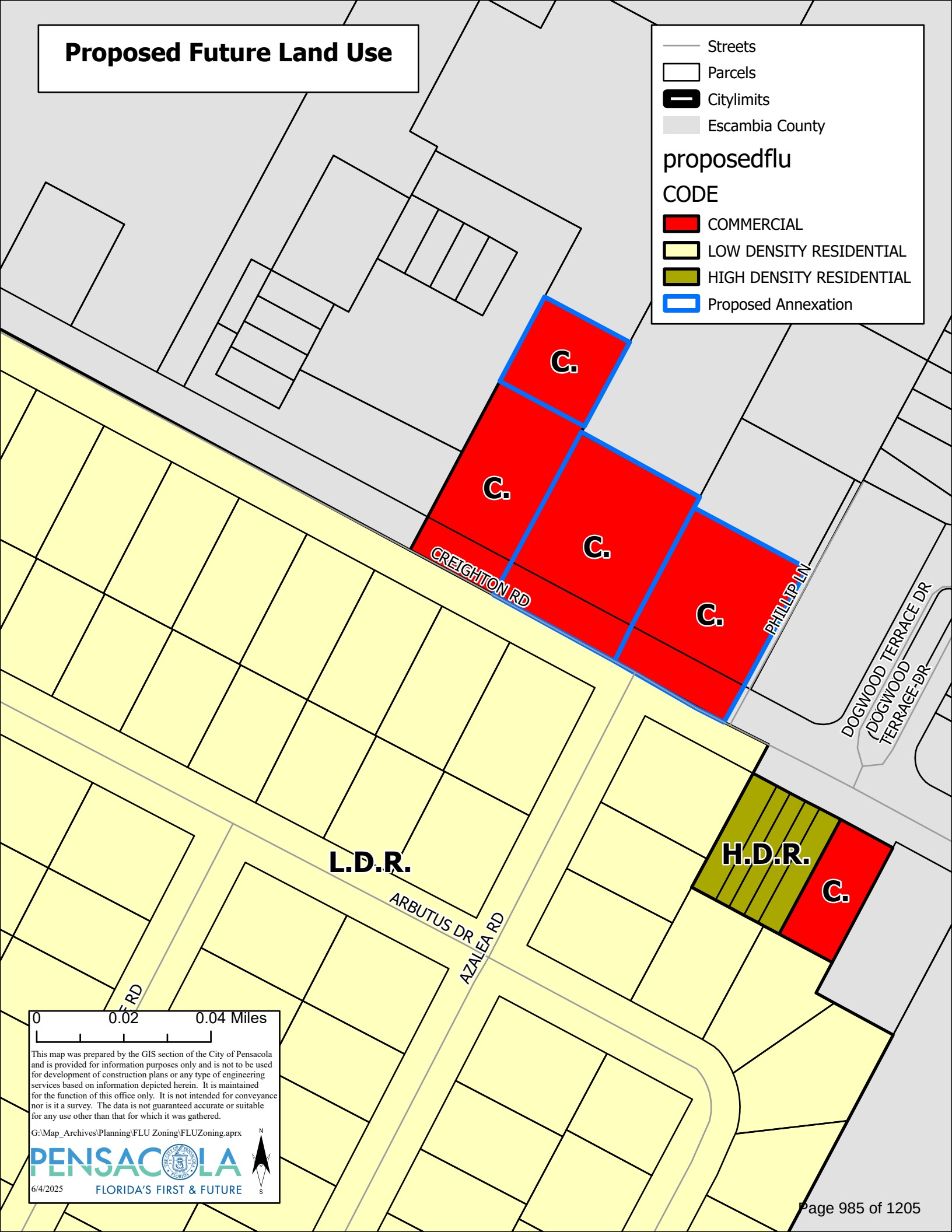
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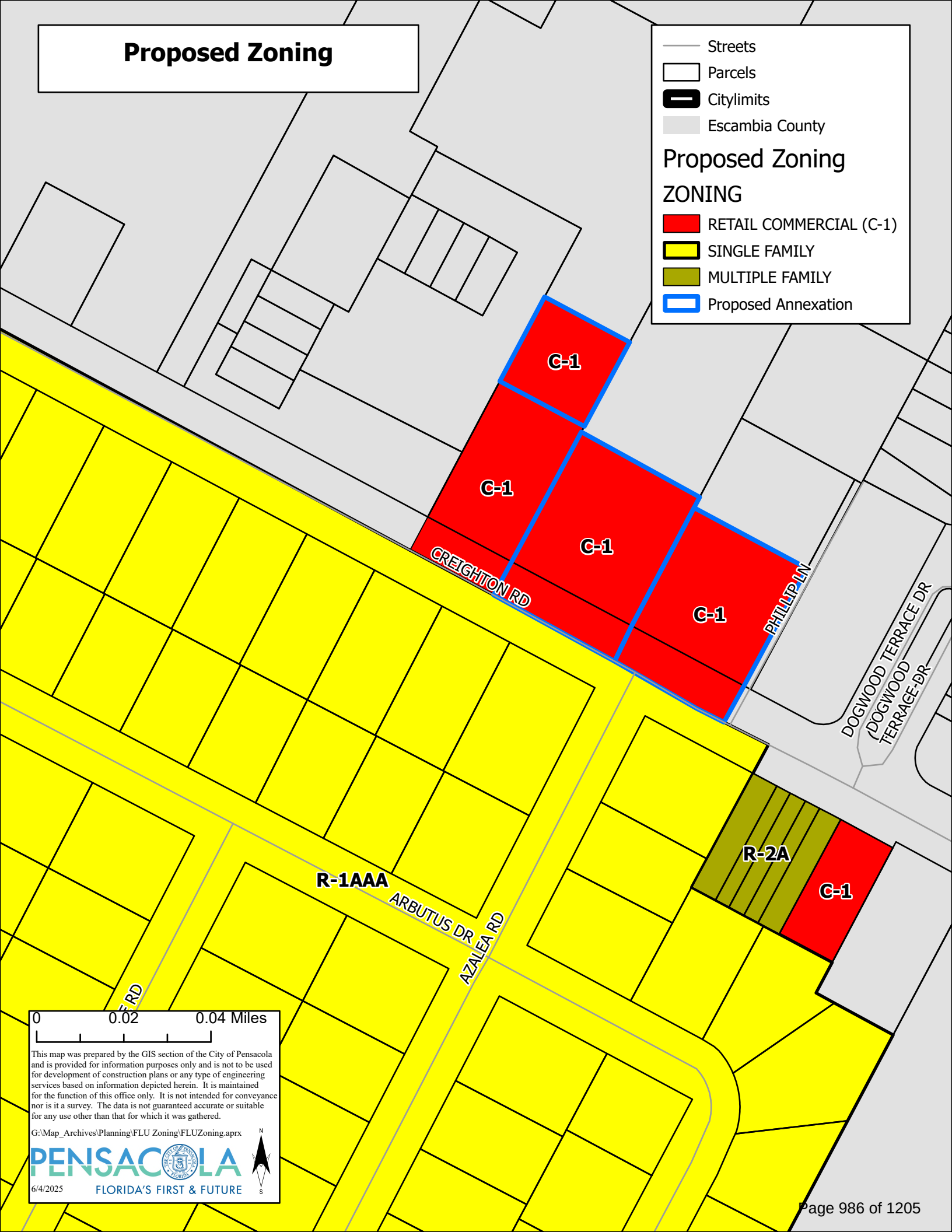
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PENSACOLA
FLORIDA'S FIRST & FUTURE





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-840

City Council

7/17/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 11-25 - FUTURE LAND USE MAP AND AMENDMENT – RECENTLY ANNEXED PROPERTY - 3728 AND 3800 BLOCK CREIGHTON ROAD (O' RILEY'S UPTOWN TAVERN)

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 11-25 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's Strategic Plan, but is required by local, state or federal law, governance or regulation.

The City recently approved the annexation of 3728 and 3800 BLK Creighton Road. The annexation necessitates amending the City's Future Land Use Map and Zoning Map to include the subject properties. The recommended zoning district is "Retail Commercial" (C-1) with a corresponding Future Land Use designation of "Commercial" (C).

On June 10, 2025, the Planning Board voted 5:0 to recommend approval of the request.

PRIOR ACTION:

May 22, 2025 - City Council approved Proposed Ordinance No. 3-25 on first reading.

June 12, 2025 - City Council approved the final annexation request with the adoption of Ordinance No. 6-25.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/10/2025

STAFF CONTACT:

Tim Kinsella, City Administrator

Sherry Morris, AICP, Development Services Department Director

Cynthia Cannon, AICP, Planning and Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 11-25
2. Creighton Road Maps
3. Business Impact Estimate
4. Warren Sonnen James-Oliver LLC Annexation Request Confirmation Dated 04.10.2025
5. City Council Memo Dated 05.22.2025 - Voluntary Annexation
6. DRAFT Planning Board Minutes Dated 06.10.2025
7. Current FLU
8. Proposed FLU

PRESENTATION: No

PROPOSED
ORDINANCE NO. 11-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and the appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following small scale development amendment to the comprehensive plan and future land use map of the city;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

PARCEL ONE

A PORTION OF THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE FIRST DESCRIBED PARCEL IN A DOCUMENT BETWEEN J. S. WALLER, INC. AND JAMES-OLIVER, LLC RECORDED 2002 IN OFFICIAL RECORD BOOK 4873 AT PAGE 1511 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 7 OF THE GULL POINT SUBDIVISION NUMBER 1, PENSACOLA TAR AND TURPENTINE COMPANY TRACT RECORDED IN DEED BOOK 59 AT PAGE 380 WITH SAID CLERK OF THE COURT, SITUATE IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE NORTHERLY, COINCIDENT WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 160 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED;

THENCE WESTERLY, PARALLEL TO THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 100 FEET TO A POINT;

THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 98 FEET TO A POINT;

THENCE EASTERLY, PARALLEL TO THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 100 FEET TO A POINT IN THE EAST LINE OF SAID LOT 7;

THENCE SOUTHERLY, COINCIDENT WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 98 FEET TO THE POINT OF BEGINNING.

PARCEL TWO

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE SECOND DESCRIBED PARCEL IN A DOCUMENT BETWEEN J. S. WALLER, INC. AND JAMES-OLIVER, LLC RECORDED 2002 IN OFFICIAL RECORD BOOK 4873 AT PAGE 1511 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 6 OF THE GULL POINT SUBDIVISION NUMBER 1, PENSACOLA TAR AND TURPENTINE COMPANY TRACT RECORDED IN DEED BOOK 59 AT PAGE 380 WITH SAID CLERK OF THE COURT, SITUATE IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE NORTHERLY, COINCIDENT WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 150 FEET TO A POINT;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 141.42 FEET TO A POINT;

THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 150 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 6;

THENCE WESTERLY, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING.

PARCEL THREE

ALL THAT CERTAIN PARCEL OR TRACT OF LAND DESCRIBED IN A DOCUMENT BETWEEN TOLGA ONCE AND JAMES-OLIVER, LLC RECORDED 2025 IN OFFICIAL RECORD BOOK 9281 AT PAGE 693 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 6 OF THE GULL POINT SUBDIVISION NUMBER 1, PENSACOLA TAR AND TURPENTINE COMPANY TRACT RECORDED IN DEED BOOK 59 AT PAGE 380 WITH SAID CLERK OF THE COURT, SITUATE IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE EASTERLY, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED;

THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 135 FEET TO A POINT;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 133.5 FEET TO A POINT;

THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 135 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 6;

THENCE WESTERLY, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 133.5 FEET TO THE POINT OF BEGINNING.

the same is hereby designated as "C" Commercial as if all of the said real property had been originally included in City of Pensacola Commercial Land Use District.

A map depicting the newly annexed area, to be designated "C" as provided herein, is attached hereto as Exhibit A.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

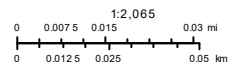
City Clerk

Exhibit A

[map]



June 3, 2025



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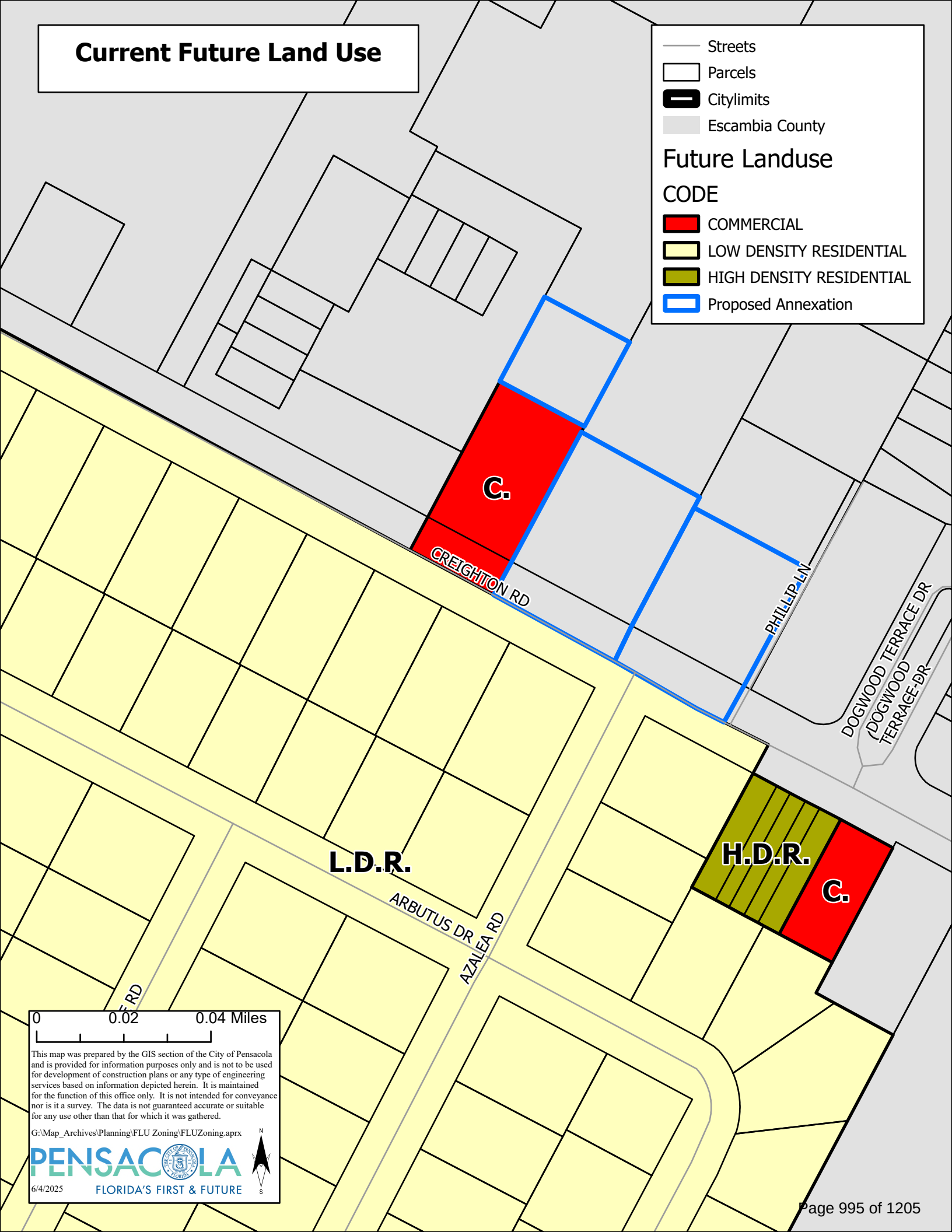
Current Future Land Use

- Streets
- Parcels
- Citylimits
- Escambia County

Future Landuse

CODE

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- Proposed Annexation



0 0.02 0.04 Miles

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PENSACOLA

6/4/2025 FLORIDA'S FIRST & FUTURE



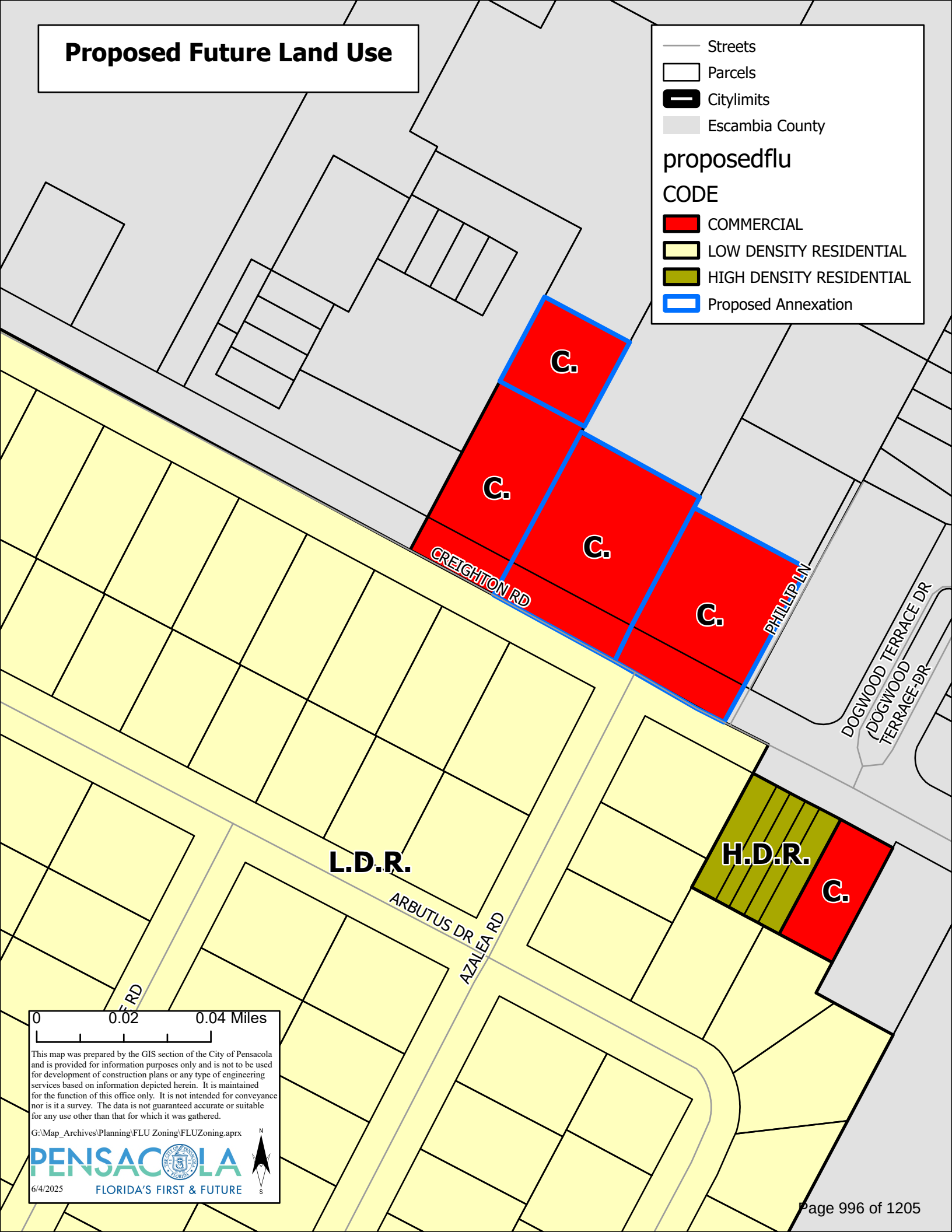
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L.D.R.

H.D.R.

C.

CREIGHTON RD

PHILIP LN

DOGWOOD TERRACE DR
/ DOGWOOD
TERRACE-DR

ARBUTUS DR
AZALEA RD

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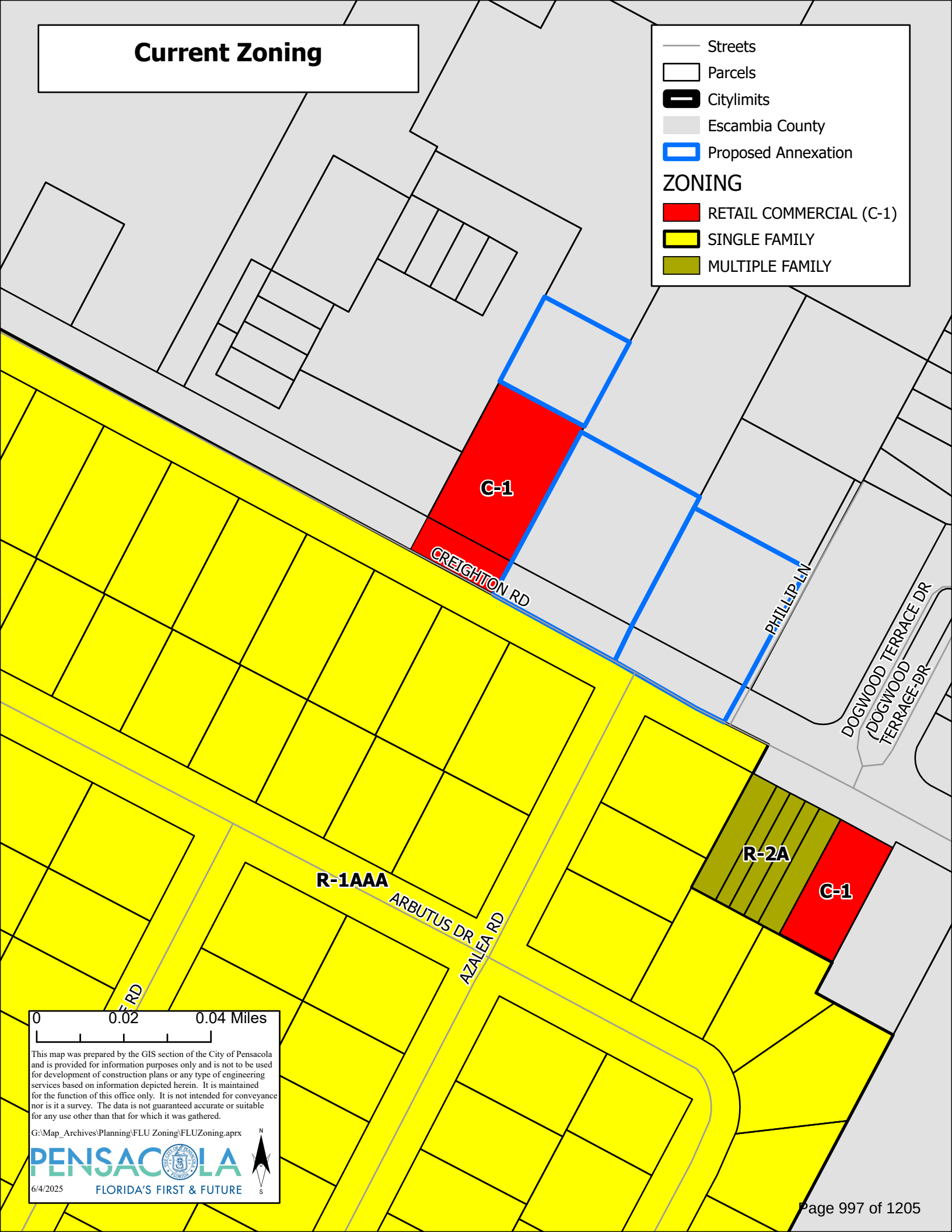
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6/4/2025 FLORIDA'S FIRST & FUTURE



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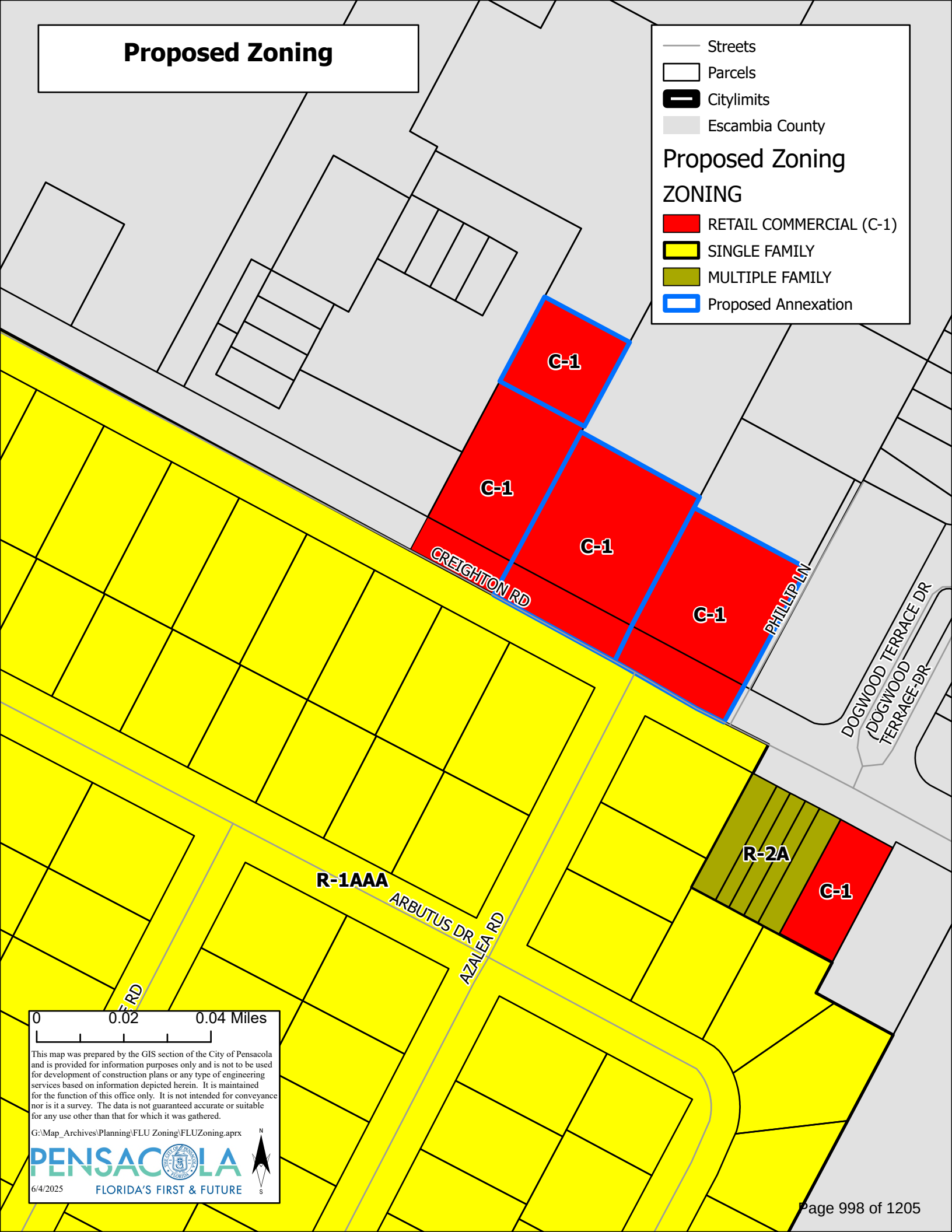
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In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

Leslie Statler

From: Warren Sonnen <wsonnen@gmail.com>
Sent: Thursday, April 10, 2025 10:37 AM
To: Leslie Statler
Subject: [EXTERNAL] Re: VOLUNTARY ANNEXATION OF O'RILEY'S

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Leslie,

The below request and details are approved and accurate. Thank you.

Warren Sonnen
214.587.3620
wsonnen@gmail.com



[O'Riley's Affiliates](#)

On Thu, Apr 10, 2025 at 9:37 AM Leslie Statler <LStatler@cityofpensacola.com> wrote:

Hi Warren,

Thank you so much for your time this morning. Per our discussion I need written confirmation of your request for the voluntary annexation of your property. The properties, under the ownership of James-Oliver, LLC, are depicted in the attached map and identified by the parcel numbers below. As a managing partner of James-Oliver, LLC, if you would be so kind as to reply to this email, I will be able to place the item on the next available City Council meeting agenda.

- APO 09-1S-29-3001-030-007, 3728 Creighton Road. Only the northern portion is being requested as the southern portion is located within the City limits. The primary portion of the building is located on this parcel and within City limits.
- 09-1S-29-3001-006-006, 3728 Creighton Road. A portion of the building is located on this parcel.
- 09-1S-29-3001-005-006, 3800 BLK Creighton Road. This is currently vacant land.

Again, thank you for time. I look forward to working with you on your request for voluntary annexation.

Leslie

Leslie Statler

Development Services Coordinator

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Direct Office: 850.435.1673

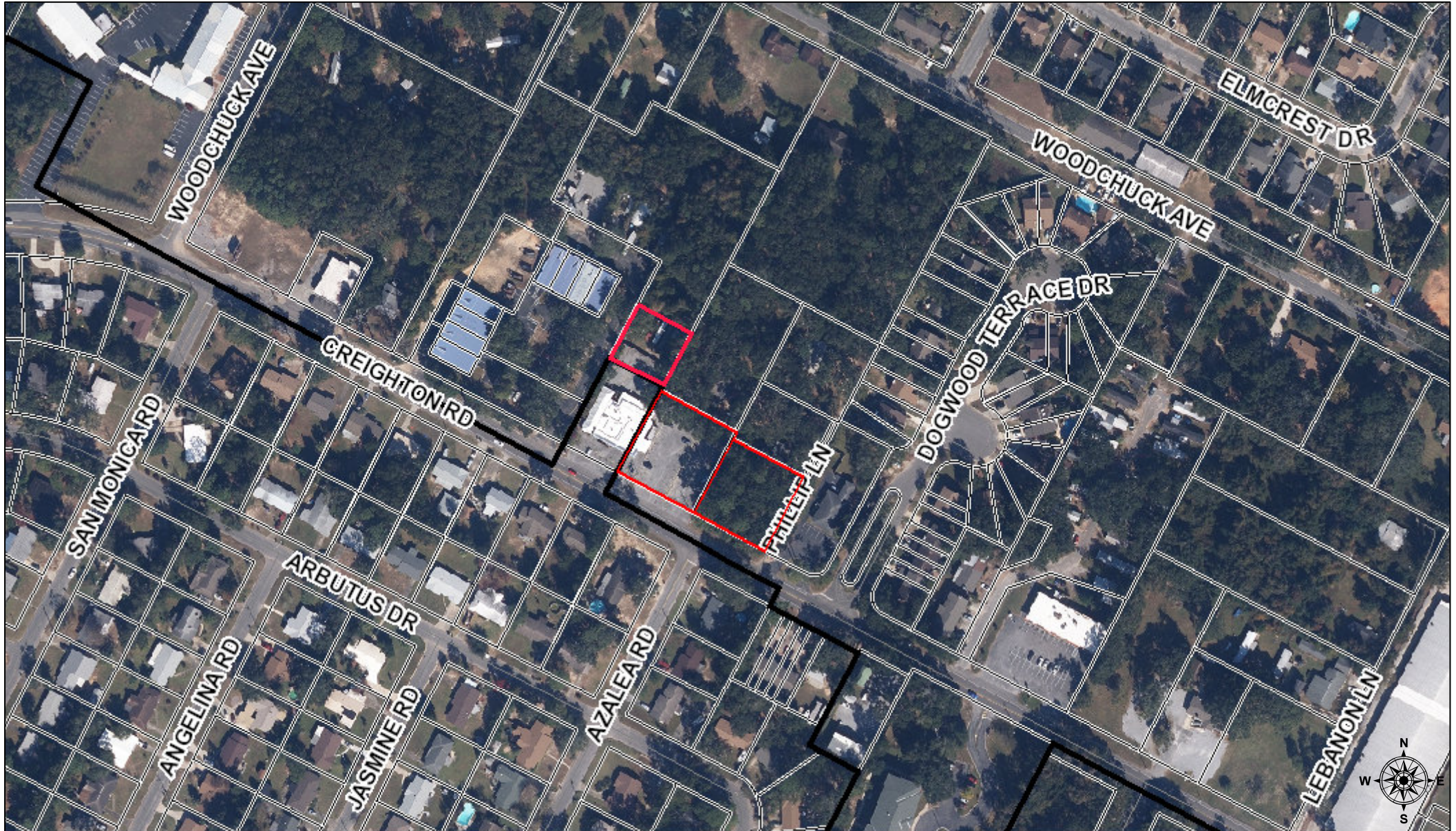
Cell: 850.384.0960

Planning Services: 850.435.1670

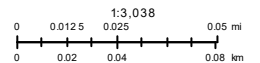
lstatler@cityofpensacola.com



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.



March 20, 2025



WARNING: THIS IS NOT A SURVEY.

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources shown on this map are not the USGS' official map. INCREMENTAL RECORDING, Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-537

City Council

5/22/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 3-25 - VOLUNTARY ANNEXATION OF JAMES-OLIVER, LLC
PROPERTY - 3728 CREIGHTON ROAD & 3800 BLK CREIGHTON ROAD

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 3-25 on first reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS
AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND
DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING
CLAUSE, AND 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 has received a request for voluntary annexation from James-Oliver, LLC for property
located at 3728 and 3800 Block Creighton Road (O'Riley's Uptown Tavern). The parcels that
make up the site are partially inside the City limits and partially in unincorporated Escambia
County. PPD has confirmed that approval of the annexation request will help resolve
Pensacola Police Department jurisdictional issues caused by the current City limit line dividing
this commercial site.

The proposed annexation area is contiguous to the City limits and City Departments have
confirmed that there are no concerns with providing services to the area.
Approval of the annexation request will necessitate a subsequent amendment to the City's
Zoning and Future Land Use Maps to include the subject area.

Florida Statute 171.044 provides that:
Voluntary annexation

The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk.

PRIOR ACTION:

None.

FUNDING:

None.

FINANCIAL IMPACT:

The City would receive stormwater, ad valorem, and public service tax revenues where applicable from the subject parcels as well as from any future improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Leslie Statler, Development Services Coordinator

ATTACHMENTS:

1. Proposed Ordinance No. 3-25
2. 2025 Parcels 1 & 2 Exhibit
3. 2025 Parcel 3 Exhibit
4. Business Impact Analysis Report - Proposed Ord No. 3-25

PRESENTATION: No



MINUTES OF THE PLANNING BOARD
June 10, 2025

MEMBERS PRESENT: Chairperson Ritz, Board Member Villegas, Board Member Grundhoefer, Board Member Powell, Board Member Van Hoose

MEMBERS ABSENT: Vice Chairperson Larson, Board Member Sampson

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant City Planning & Zoning Manager Harding, Development Services Director Morris, Development Services Coordinator Statler, Executive Assistant Chwastyk, Help Desk Technician Russo

STAFF VIRTUAL: N/A

OTHERS PRESENT: Patrick Smith, Lee Magaha, Guy Miller, Jay Baynes, Jerry Holzworth, Tim Lloyd, James Gulley, Dennis Pemberton, Lester Yuen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from April 8, 2025
- **New Business:**
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm 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 April 8, 2025, minutes, seconded by Board Member Grundhoefer, and it carried 5:0.

New Business –

Request to Consider a Zoning and Future Land Use Map Amendment for the Voluntary Annexation of Two Parcels Owned by the City of Pensacola

Assistant Planning & Zoning Manager Harding introduced the item. Mr. Matt Coughlin, Pensacola International Airport Director, has requested that the City approve a voluntary annexation to incorporate the two parcels located at 2400 BLK Langley Avenue into the City limits. The annexation request for the subject parcels took place at the April 24 and May 8, 2025, City Council meetings. The parcels are contiguous to the city limits, located along Langley Avenue, and encompass approximately 0.4347 acres. The request indicates that the future plans for the parcels are to incorporate them into Pensacola International Airport property.

These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation.

The city reviewed the adjacent zoning district for the proposed use and recommends “airport restricted zone” (ARZ) for the new zoning district and “Airport” (A) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. After the overview, there were no concerns from City staff, the location was verified, no residential home around the area. **Board Member Villegas made the motion to approve, seconded by Board Member Powell, and it carried 5:0.**

Request to Consider a Zoning and Future Land Use Map Amendment for the Voluntary Annexation of three Parcels Owned by James -Oliver LLC

Assistant Planning & Zoning Manager introduced the item. The City has received a request for voluntary annexation from James-Oliver, LLC for property located at 3728 and 3800 BLK Creighton Road (O'Riley's Uptown Tavern). The parcels that make up the site are partially inside the City limits and partially in unincorporated Escambia County. PPD has confirmed that approval of the annexation request will help resolve Pensacola Police Department jurisdictional issues caused by the current City limit line dividing this commercial site. The first ordinance reading for the annexation request took place at the May 22, 2025, City Council meeting and the second ordinance reading will be on June 12, 2025. The parcels are contiguous to the city limits, located along Creighton Road, and encompass approximately 1.5161 acres.

These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation.

The city reviewed the adjacent zoning district for the proposed use and recommends “commercial” (C-1) for the new zoning district and “Commercial” (C) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. The building itself is in the City limits, the parking lot is currently in the County, the goal is to make it contiguous and allow the City of Pensacola Police department to have jurisdiction of the parking lot along with the building. There was a brief discussion of the history of the zoning parcels in question. The City did receive a few calls only to see what was going to be discussed.

Board Member Villegas made a motion to approve, seconded by Board Member Powell and it carried 5:0.

Request for Final Aesthetic Review – Reverb by Hard Rock Project, 352 W. Cedar Street/ Community Maritime Park, Lot 5

Inspired Communities of Florida is requesting *final aesthetic* review of a new mass-timber luxury apartment building and Reverb by Hard Rock hotel. Aesthetic review by Planning Board is required since the project is located in the Waterfront Redevelopment District (WRD-1). This project will utilize Florida's Live Local Act which allows for increased density and height for the provision of affordable housing units. As a result, and under the Live Local Act, a building height of 150' measured from the lowest occupiable floor is allowed by right, along with a density of 135 dwelling units per acre. This review is only for aesthetics.

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

Assistant Planning & Zoning Manager Harding introduced the item. Dennis Pemberton of the Dawson Company informed the board there would be a brief slide presentation and addressed the addition of windows to the building. Lester Yuen, design director for Gensler, then presented the slides to the board. The beginning of the slide presentation was of site plans showing an arial view of the existing conditions on the lot. The board wants more street activation, and they are providing that. A site planning diagram was shown; it gave a breakdown of the square footage and acreage of lot 4. They provided comparison slides, including slides shown in March and slides showing the changes that were made. They added pop-down retail along DeVilliers, these would be temporary and tucked under the building above them. A change was made to the paving pattern to make it more appealing. Next slide showed the plaza level, they lifted all three levels of parking, they are eight feet higher than previous plans. The board and audience then viewed slides of the typical level, the rooftop level, followed by the landscape plan and the planting plan. The East elevation will be the Hotel, presented with slides showing the materials being used, and for the West elevation, which is the residential side. North elevation may have a digital screen showing artwork, will not be used for advertising or brand recognition. Also, we saw a breakdown of all the levels in each building. The hotel section has not changed; the goal is to be a gathering place. The final slides provided a perspective of what is to come. Clarification of the height above the podium, confirmed it would be 150 feet. Board Member Van Hoose wanted to know about the issue of an escalator, the cost of building was too expensive and the repairs from damage being so close to salt water were not cost effective. They would be providing elevators for the public to use in place of an escalator. There will be bike storage for residents only, they will work on providing bike racks for the public. The lowest level was raised, and they were able to squeeze a few feet from the height of the residents to raise the parking levels so they would not be underground. A discussion was held about the pop-downs, the applicants feel it's preferable, they'll have access to power and water. It gives retailers flexibility, no need for long term leases, they will be able to be customized. Board Member Powell appreciated them addressing the permeable materials, she likes the digital artwork idea. The stormwater management site has an existing retention pond; they will tie into that. They had a brief discussion on why parking is an open area, they feel it brings in lighter and is airy. The delivery door will be painted to blend in with the building, they also discussed why some walls and doors are painted and some are not, discussed the reason behind it. They are above floodplain, briefly discussed the barrier materials in the parking lot.

Board Member Villegas made a motion to approve, seconded by Board Member Powell and it carried 5:0.

Open Forum – none

Discussion

A brief update was given regarding the Land Development Code Phase 2 project.

Adjournment – With no further business, the Board adjourned at 3:27 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

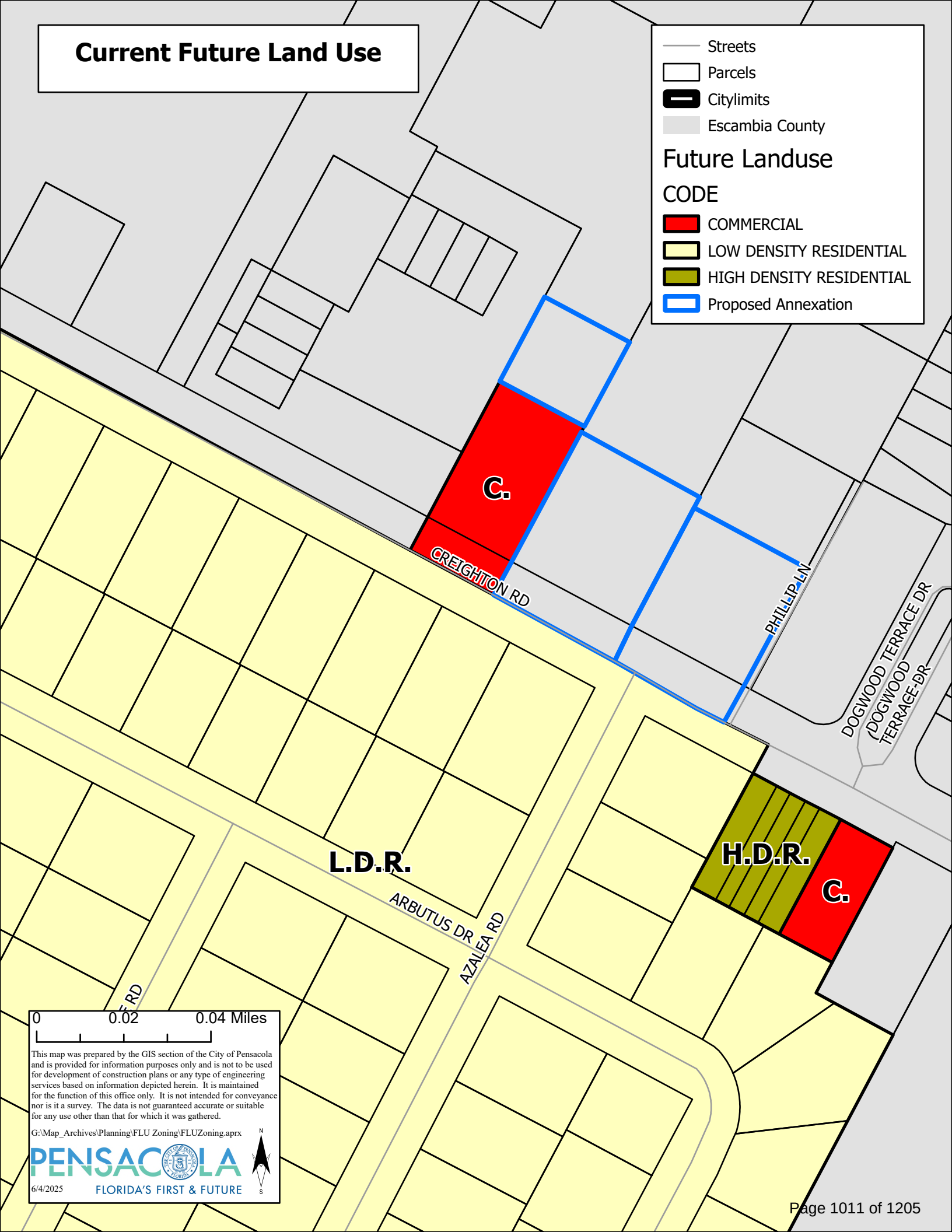
Current Future Land Use

- Streets
- Parcels
- Citylimits
- Escambia County

Future Landuse

CODE

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- Proposed Annexation



0 0.02 0.04 Miles

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PENSACOLA

6/4/2025 FLORIDA'S FIRST & FUTURE



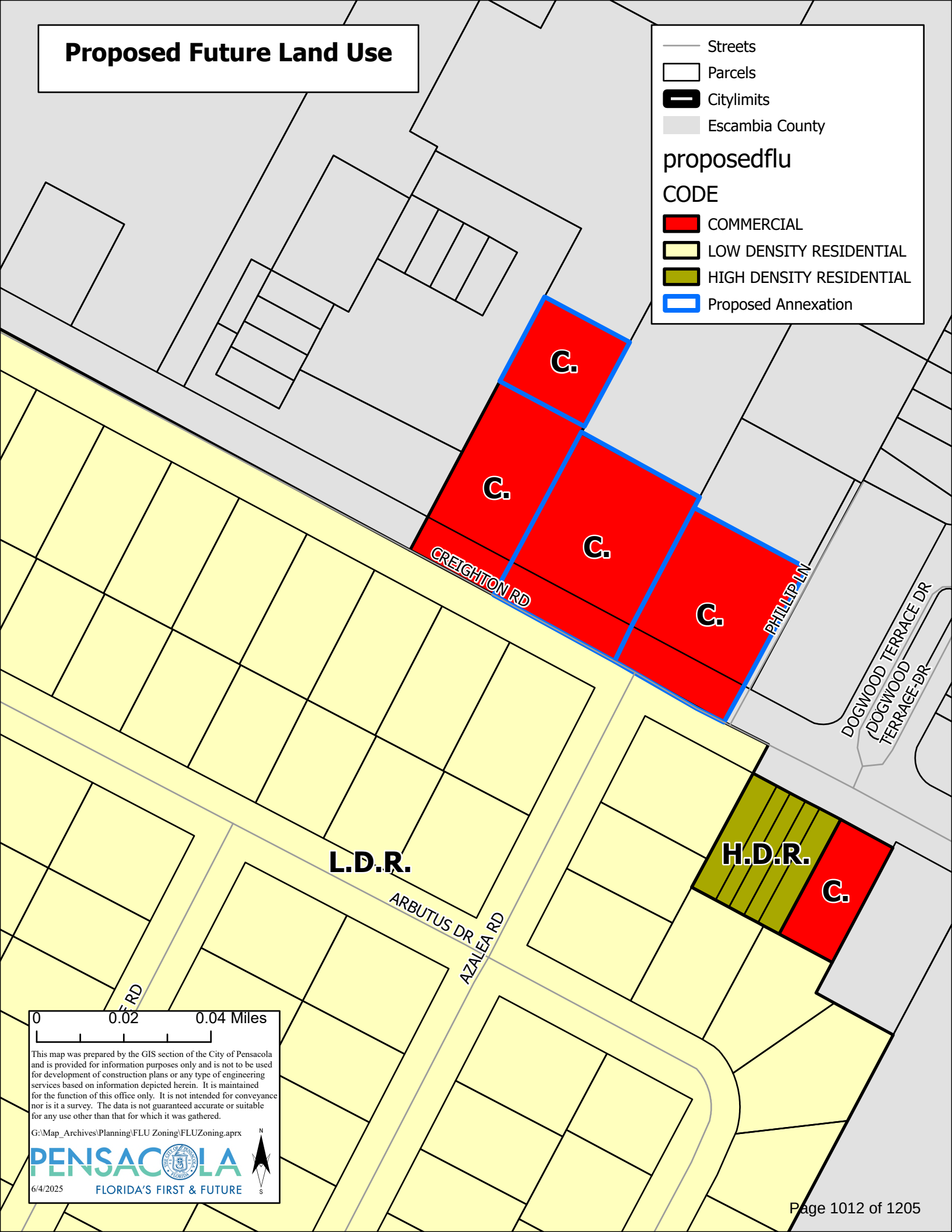
Proposed Future Land Use

- Streets
- Parcels
- Citylimits
- Escambia County

proposedflu

CODE

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- Proposed Annexation



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PENSACOLA
FLORIDA'S FIRST & FUTURE

6/4/2025





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-841

City Council

7/17/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 12-25 - ZONING MAP AMENDMENT – RECENTLY ANNEXED PROPERTY - 3728 AND 3800 BLOCK CREIGHTON ROAD (O' RILEY'S UPTOWN TAVERN)

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 12-25 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, 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's Strategic Plan, but is required by local, state or federal law, governance or regulation.

The City recently approved the annexation of 3728 and 3800 BLK Creighton Road. The annexation necessitates amending the City's Future Land Use Map and Zoning Map to include the subject properties. The recommended zoning district is "Retail Commercial" (C-1) with a corresponding Future Land Use designation of "Commercial" (C).

On June 10, 2025, the Planning Board voted 5:0 to recommend approval of the request.

PRIOR ACTION:

May 22, 2025 - City Council approved Proposed Ordinance No. 3-25 on first reading.

June 12, 2025 - City Council approved the final annexation request with the adoption of Ordinance No. 6-25.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/10/2025

STAFF CONTACT:

Tim Kinsella, City Administrator

Sherry Morris, AICP, Development Services Department Director

Cynthia Cannon, AICP, Planning and Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 12-25
2. Creighton Road Maps
3. Business Impact Estimate
4. Warren Sonnen James-Oliver LLC Annexation Request Confirmation Dated 04.10.2025
5. City Council Memo Dated 05.22.2025 - Voluntary Annexation
6. DRAFT Planning Board Minutes Dated 06.10.2025
7. Current Zoning
8. Proposed Zoning

PRESENTATION: No

PROPOSED
ORDINANCE NO. 12-25

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on June 10, 2025, concerning the following proposed zoning classification affecting the annexed property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

PARCEL ONE

A PORTION OF THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE FIRST DESCRIBED PARCEL IN A DOCUMENT BETWEEN J. S. WALLER, INC. AND JAMES-OLIVER, LLC RECORDED 2002 IN OFFICIAL RECORD BOOK 4873 AT PAGE 1511 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 7 OF THE GULL POINT SUBDIVISION NUMBER 1, PENSACOLA TAR AND TURPENTINE COMPANY TRACT RECORDED IN DEED BOOK 59 AT PAGE 380 WITH SAID CLERK OF THE COURT, SITUATE IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE NORTHERLY, COINCIDENT WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 160 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED;

THENCE WESTERLY, PARALLEL TO THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 100 FEET TO A POINT;

THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 98 FEET TO A POINT;

THENCE EASTERLY, PARALLEL TO THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 100 FEET TO A POINT IN THE EAST LINE OF SAID LOT 7;

THENCE SOUTHERLY, COINCIDENT WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 98 FEET TO THE POINT OF BEGINNING.

PARCEL TWO

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE SECOND DESCRIBED PARCEL IN A DOCUMENT BETWEEN J. S. WALLER, INC. AND JAMES-OLIVER, LLC RECORDED 2002 IN OFFICIAL RECORD BOOK 4873 AT PAGE 1511 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 6 OF THE GULL POINT SUBDIVISION NUMBER 1, PENSACOLA TAR AND TURPENTINE COMPANY TRACT RECORDED IN DEED BOOK 59 AT PAGE 380 WITH SAID CLERK OF THE COURT, SITUATE IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE NORTHERLY, COINCIDENT WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 150 FEET TO A POINT;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 141.42 FEET TO A POINT;

THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 150 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 6;

THENCE WESTERLY, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING.

PARCEL THREE

ALL THAT CERTAIN PARCEL OR TRACT OF LAND DESCRIBED IN A DOCUMENT BETWEEN TOLGA ONCE AND JAMES-OLIVER, LLC RECORDED 2025 IN OFFICIAL RECORD BOOK 9281 AT PAGE 693 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 6 OF THE GULL POINT SUBDIVISION NUMBER 1, PENSACOLA TAR AND TURPENTINE COMPANY TRACT RECORDED IN DEED BOOK 59 AT PAGE 380 WITH SAID CLERK OF THE COURT, SITUATE IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE EASTERLY, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED;

THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 135 FEET TO A POINT;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 133.5 FEET TO A POINT;

THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 135 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 6;

THENCE WESTERLY, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 133.5 FEET TO THE POINT OF BEGINNING.

is hereby zoned "C-1" – Retail Commercial Zoning District.

A map depicting the newly annexed area, to be zoned "C-1" as provided herein, is attached hereto as Exhibit A.

SECTION 2. If any word, phrase, clause, paragraph, section, or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby

repealed to the extent of such conflict.

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

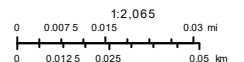
City Clerk

Exhibit A

[zoning map]



June 3, 2025



WARNING: THIS IS NOT A SURVEY.

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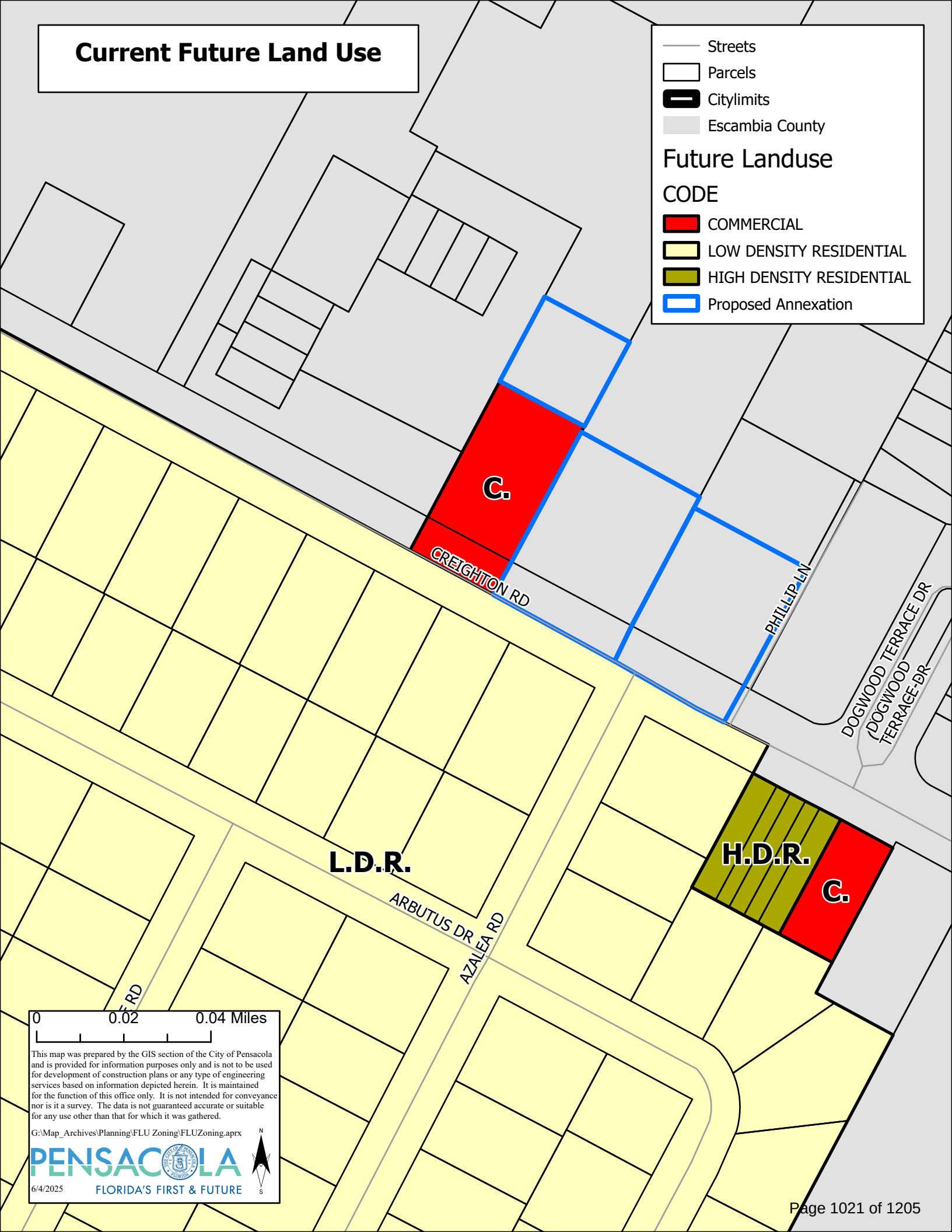
Current Future Land Use

- Streets
- Parcels
- Citylimits
- Escambia County

Future Landuse

CODE

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- Proposed Annexation



0 0.02 0.04 Miles

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PENSACOLA
FLORIDA'S FIRST & FUTURE

6/4/2025



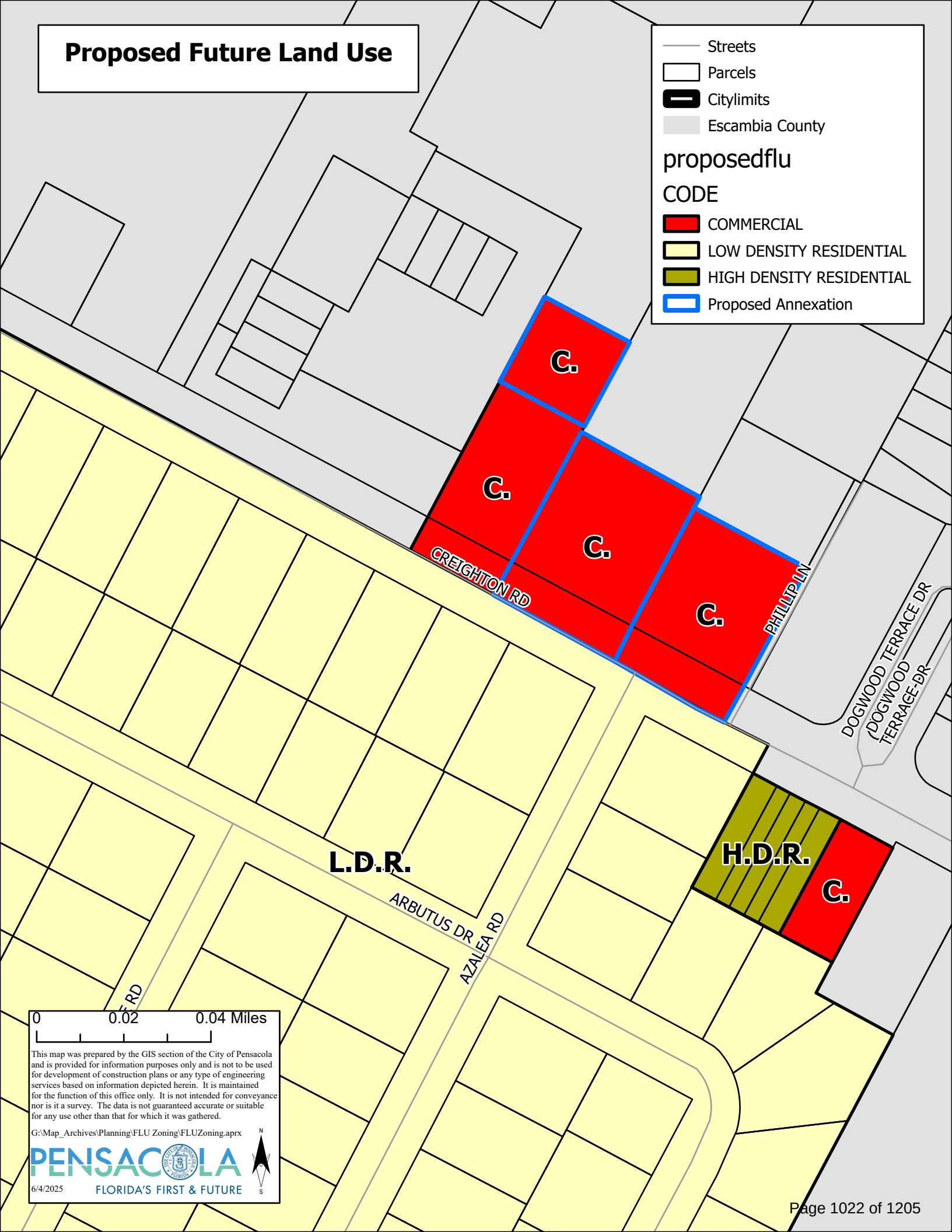
Proposed Future Land Use

- Streets
- Parcels
- Citylimits
- Escambia County

proposedflu

CODE

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- Proposed Annexation



0 0.02 0.04 Miles

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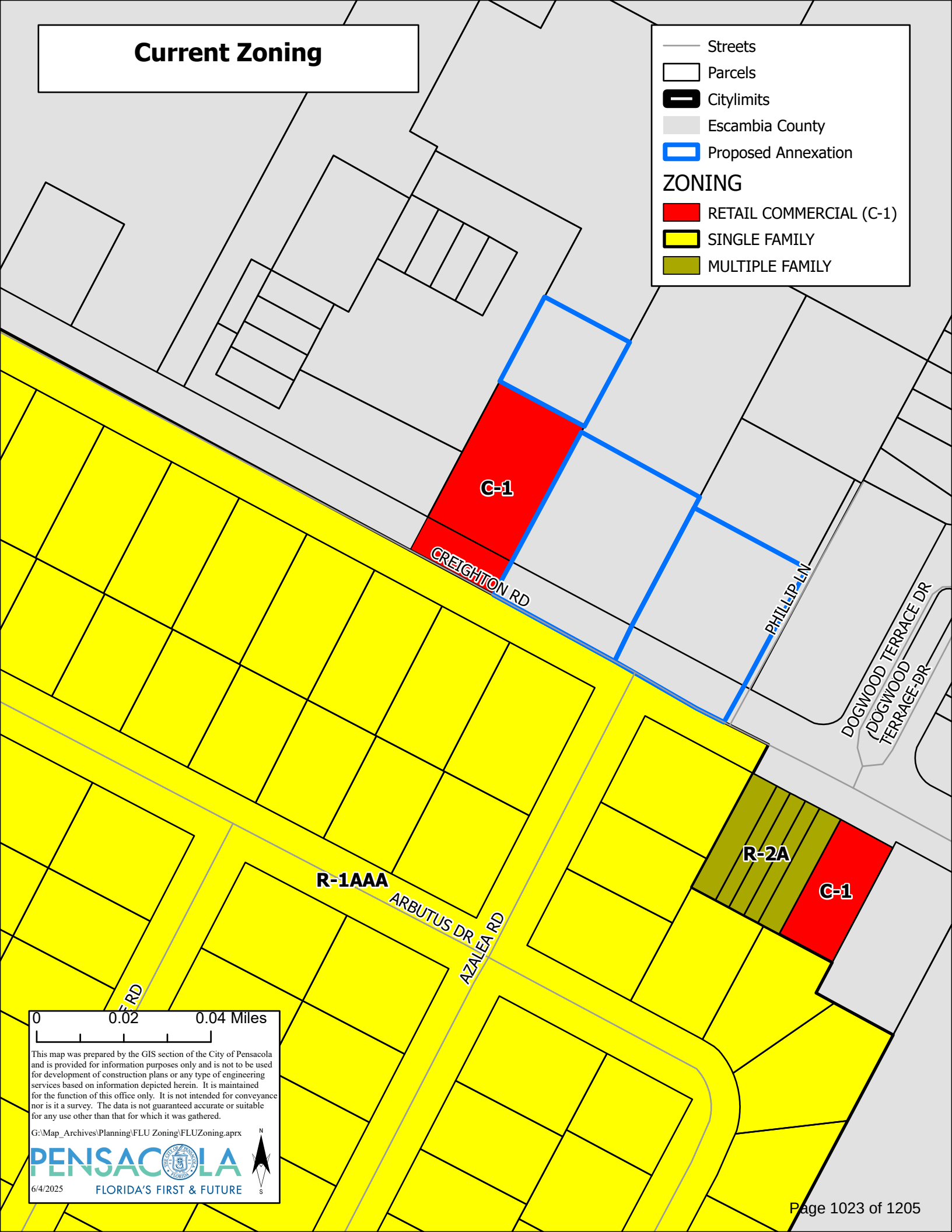
PENSACOLA

6/4/2025 FLORIDA'S FIRST & FUTURE



Current Zoning

- Streets
 - Parcels
 - Citylimits
 - Escambia County
 - Proposed Annexation
- ZONING**
- RETAIL COMMERCIAL (C-1)
 - SINGLE FAMILY
 - MULTIPLE FAMILY



0 0.02 0.04 Miles

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PENSACOLA

6/4/2025 FLORIDA'S FIRST & FUTURE

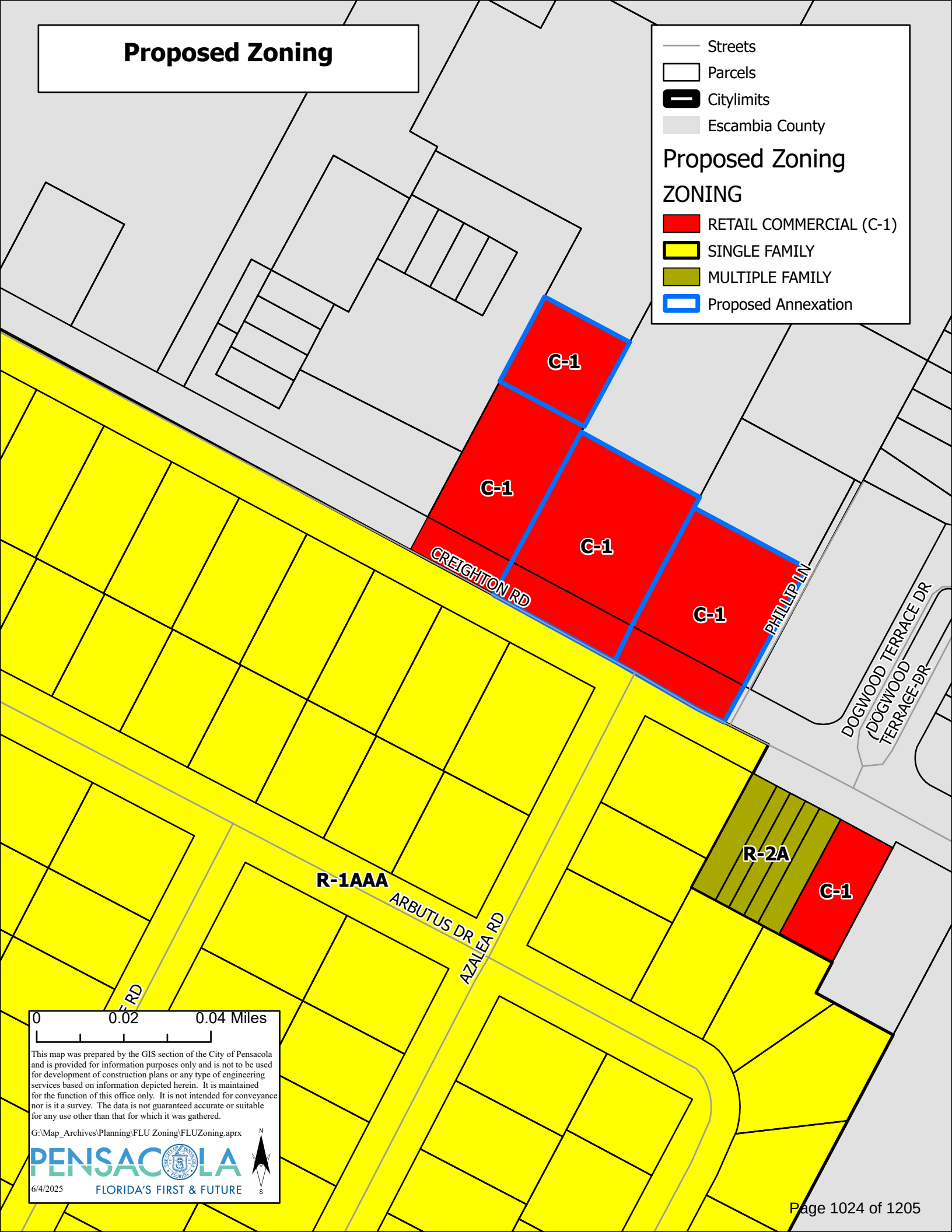
Proposed Zoning

- Streets
- Parcels
- Citylimits
- Escambia County

Proposed Zoning

ZONING

- RETAIL COMMERCIAL (C-1)
- SINGLE FAMILY
- MULTIPLE FAMILY
- Proposed Annexation



0 0.02 0.04 Miles

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PENSACOLA
FLORIDA'S FIRST & FUTURE





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. 12-25. AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

Leslie Statler

From: Warren Sonnen <wsonnen@gmail.com>
Sent: Thursday, April 10, 2025 10:37 AM
To: Leslie Statler
Subject: [EXTERNAL] Re: VOLUNTARY ANNEXATION OF O'RILEY'S

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

Leslie,

The below request and details are approved and accurate. Thank you.

Warren Sonnen
214.587.3620
wsonnen@gmail.com



[O'Riley's Affiliates](#)

On Thu, Apr 10, 2025 at 9:37 AM Leslie Statler <LStatler@cityofpensacola.com> wrote:

Hi Warren,

Thank you so much for your time this morning. Per our discussion I need written confirmation of your request for the voluntary annexation of your property. The properties, under the ownership of James-Oliver, LLC, are depicted in the attached map and identified by the parcel numbers below. As a managing partner of James-Oliver, LLC, if you would be so kind as to reply to this email, I will be able to place the item on the next available City Council meeting agenda.

- APO 09-1S-29-3001-030-007, 3728 Creighton Road. Only the northern portion is being requested as the southern portion is located within the City limits. The primary portion of the building is located on this parcel and within City limits.
- 09-1S-29-3001-006-006, 3728 Creighton Road. A portion of the building is located on this parcel.
- 09-1S-29-3001-005-006, 3800 BLK Creighton Road. This is currently vacant land.

Again, thank you for time. I look forward to working with you on your request for voluntary annexation.

Leslie

Leslie Statler

Development Services Coordinator

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Direct Office: 850.435.1673

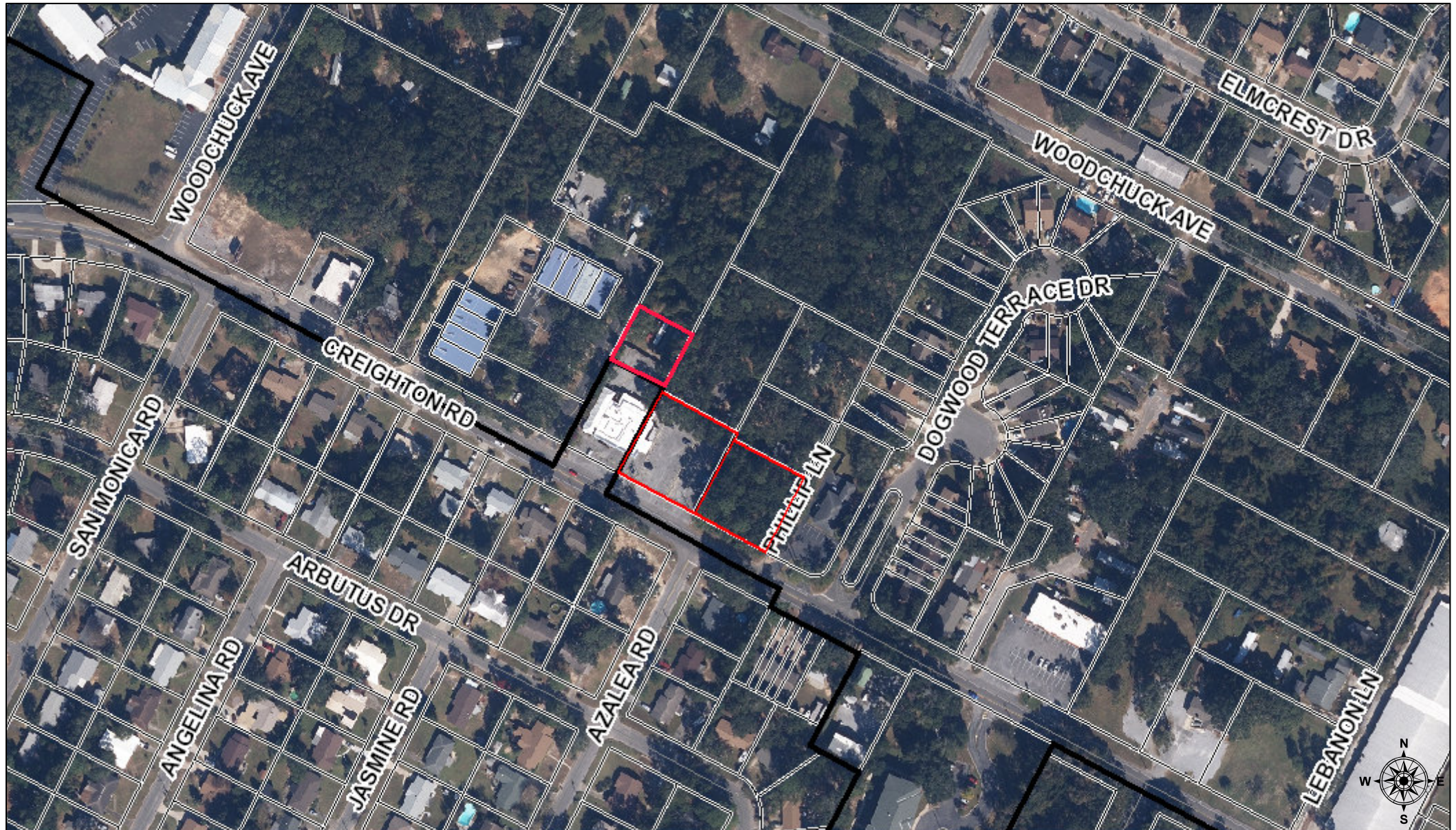
Cell: 850.384.0960

Planning Services: 850.435.1670

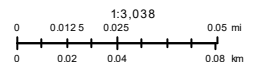
lstatler@cityofpensacola.com



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.



March 20, 2025



WARNING: THIS IS NOT A SURVEY.

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources shown on this map are the best available information at the time of compilation. The user assumes all responsibility for the information contained on this map. Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NOAA, Swire, Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-537

City Council

5/22/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 3-25 - VOLUNTARY ANNEXATION OF JAMES-OLIVER, LLC
PROPERTY - 3728 CREIGHTON ROAD & 3800 BLK CREIGHTON ROAD

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 3-25 on first reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS
AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND
DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING
CLAUSE, AND 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 has received a request for voluntary annexation from James-Oliver, LLC for property located at 3728 and 3800 Block Creighton Road (O'Riley's Uptown Tavern). The parcels that make up the site are partially inside the City limits and partially in unincorporated Escambia County. PPD has confirmed that approval of the annexation request will help resolve Pensacola Police Department jurisdictional issues caused by the current City limit line dividing this commercial site.

The proposed annexation area is contiguous to the City limits and City Departments have confirmed that there are no concerns with providing services to the area. Approval of the annexation request will necessitate a subsequent amendment to the City's Zoning and Future Land Use Maps to include the subject area.

Florida Statute 171.044 provides that:
Voluntary annexation

The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk.

PRIOR ACTION:

None.

FUNDING:

None.

FINANCIAL IMPACT:

The City would receive stormwater, ad valorem, and public service tax revenues where applicable from the subject parcels as well as from any future improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Leslie Statler, Development Services Coordinator

ATTACHMENTS:

1. Proposed Ordinance No. 3-25
2. 2025 Parcels 1 & 2 Exhibit
3. 2025 Parcel 3 Exhibit
4. Business Impact Analysis Report - Proposed Ord No. 3-25

PRESENTATION: No



MINUTES OF THE PLANNING BOARD

June 10, 2025

MEMBERS PRESENT: Chairperson Ritz, Board Member Villegas, Board Member Grundhoefer, Board Member Powell, Board Member Van Hoose

MEMBERS ABSENT: Vice Chairperson Larson, Board Member Sampson

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant City Planning & Zoning Manager Harding, Development Services Director Morris, Development Services Coordinator Statler, Executive Assistant Chwastyk, Help Desk Technician Russo

STAFF VIRTUAL: N/A

OTHERS PRESENT: Patrick Smith, Lee Magaha, Guy Miller, Jay Baynes, Jerry Holzworth, Tim Lloyd, James Gulley, Dennis Pemberton, Lester Yuen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from April 8, 2025
- **New Business:**
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm 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 April 8, 2025, minutes, seconded by Board Member Grundhoefer, and it carried 5:0.

New Business –

Request to Consider a Zoning and Future Land Use Map Amendment for the Voluntary Annexation of Two Parcels Owned by the City of Pensacola

Assistant Planning & Zoning Manager Harding introduced the item. Mr. Matt Coughlin, Pensacola International Airport Director, has requested that the City approve a voluntary annexation to incorporate the two parcels located at 2400 BLK Langley Avenue into the City limits. The annexation request for the subject parcels took place at the April 24 and May 8, 2025, City Council meetings. The parcels are contiguous to the city limits, located along Langley Avenue, and encompass approximately 0.4347 acres. The request indicates that the future plans for the parcels are to incorporate them into Pensacola International Airport property.

These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation.

The city reviewed the adjacent zoning district for the proposed use and recommends “airport restricted zone” (ARZ) for the new zoning district and “Airport” (A) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. After the overview, there were no concerns from City staff, the location was verified, no residential home around the area. **Board Member Villegas made the motion to approve, seconded by Board Member Powell, and it carried 5:0.**

Request to Consider a Zoning and Future Land Use Map Amendment for the Voluntary Annexation of three Parcels Owned by James -Oliver LLC

Assistant Planning & Zoning Manager introduced the item. The City has received a request for voluntary annexation from James-Oliver, LLC for property located at 3728 and 3800 BLK Creighton Road (O'Riley's Uptown Tavern). The parcels that make up the site are partially inside the City limits and partially in unincorporated Escambia County. PPD has confirmed that approval of the annexation request will help resolve Pensacola Police Department jurisdictional issues caused by the current City limit line dividing this commercial site. The first ordinance reading for the annexation request took place at the May 22, 2025, City Council meeting and the second ordinance reading will be on June 12, 2025. The parcels are contiguous to the city limits, located along Creighton Road, and encompass approximately 1.5161 acres.

These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation.

The city reviewed the adjacent zoning district for the proposed use and recommends “commercial” (C-1) for the new zoning district and “Commercial” (C) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. The building itself is in the City limits, the parking lot is currently in the County, the goal is to make it contiguous and allow the City of Pensacola Police department to have jurisdiction of the parking lot along with the building. There was a brief discussion of the history of the zoning parcels in question. The City did receive a few calls only to see what was going to be discussed.

Board Member Villegas made a motion to approve, seconded by Board Member Powell and it carried 5:0.

Request for Final Aesthetic Review – Reverb by Hard Rock Project, 352 W. Cedar Street/ Community Maritime Park, Lot 5

Inspired Communities of Florida is requesting *final aesthetic* review of a new mass-timber luxury apartment building and Reverb by Hard Rock hotel. Aesthetic review by Planning Board is required since the project is located in the Waterfront Redevelopment District (WRD-1). This project will utilize Florida's Live Local Act which allows for increased density and height for the provision of affordable housing units. As a result, and under the Live Local Act, a building height of 150' measured from the lowest occupiable floor is allowed by right, along with a density of 135 dwelling units per acre. This review is only for aesthetics.

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

Assistant Planning & Zoning Manager Harding introduced the item. Dennis Pemberton of the Dawson Company informed the board there would be a brief slide presentation and addressed the addition of windows to the building. Lester Yuen, design director for Gensler, then presented the slides to the board. The beginning of the slide presentation was of site plans showing an arial view of the existing conditions on the lot. The board wants more street activation, and they are providing that. A site planning diagram was shown; it gave a breakdown of the square footage and acreage of lot 4. They provided comparison slides, including slides shown in March and slides showing the changes that were made. They added pop-down retail along DeVilliers, these would be temporary and tucked under the building above them. A change was made to the paving pattern to make it more appealing. Next slide showed the plaza level, they lifted all three levels of parking, they are eight feet higher than previous plans. The board and audience then viewed slides of the typical level, the rooftop level, followed by the landscape plan and the planting plan. The East elevation will be the Hotel, presented with slides showing the materials being used, and for the West elevation, which is the residential side. North elevation may have a digital screen showing artwork, will not be used for advertising or brand recognition. Also, we saw a breakdown of all the levels in each building. The hotel section has not changed; the goal is to be a gathering place. The final slides provided a perspective of what is to come. Clarification of the height above the podium, confirmed it would be 150 feet. Board Member Van Hoose wanted to know about the issue of an escalator, the cost of building was too expensive and the repairs from damage being so close to salt water were not cost effective. They would be providing elevators for the public to use in place of an escalator. There will be bike storage for residents only, they will work on providing bike racks for the public. The lowest level was raised, and they were able to squeeze a few feet from the height of the residents to raise the parking levels so they would not be underground. A discussion was held about the pop-downs, the applicants feel it's preferable, they'll have access to power and water. It gives retailers flexibility, no need for long term leases, they will be able to be customized. Board Member Powell appreciated them addressing the permeable materials, she likes the digital artwork idea. The stormwater management site has an existing retention pond; they will tie into that. They had a brief discussion on why parking is an open area, they feel it brings in lighter and is airy. The delivery door will be painted to blend in with the building, they also discussed why some walls and doors are painted and some are not, discussed the reason behind it. They are above floodplain, briefly discussed the barrier materials in the parking lot.

Board Member Villegas made a motion to approve, seconded by Board Member Powell and it carried 5:0.

Open Forum – none

Discussion

A brief update was given regarding the Land Development Code Phase 2 project.

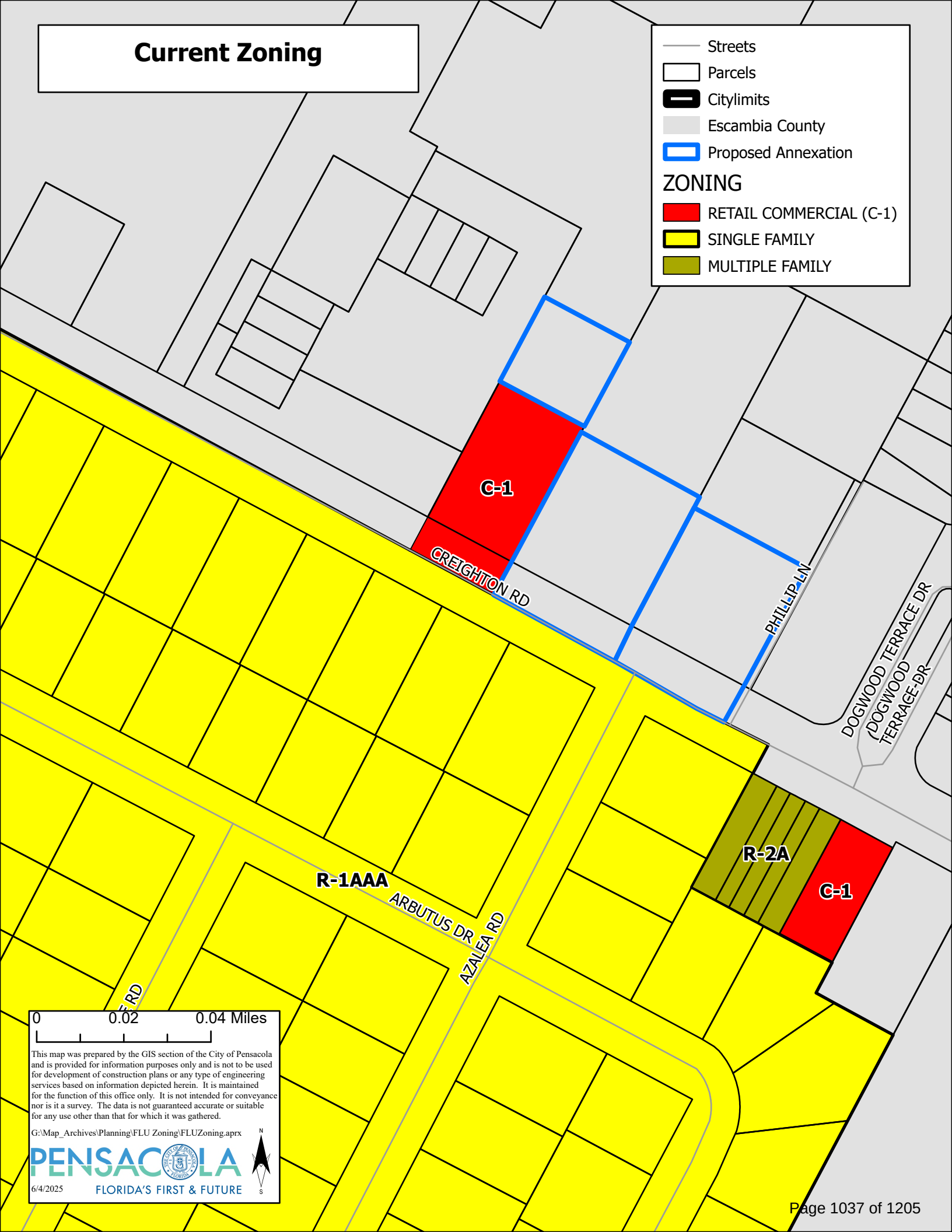
Adjournment – With no further business, the Board adjourned at 3:27 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

Current Zoning

- Streets
 - Parcels
 - Citylimits
 - Escambia County
 - Proposed Annexation
- ZONING**
- RETAIL COMMERCIAL (C-1)
 - SINGLE FAMILY
 - MULTIPLE FAMILY



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PENSACOLA

6/4/2025 FLORIDA'S FIRST & FUTURE

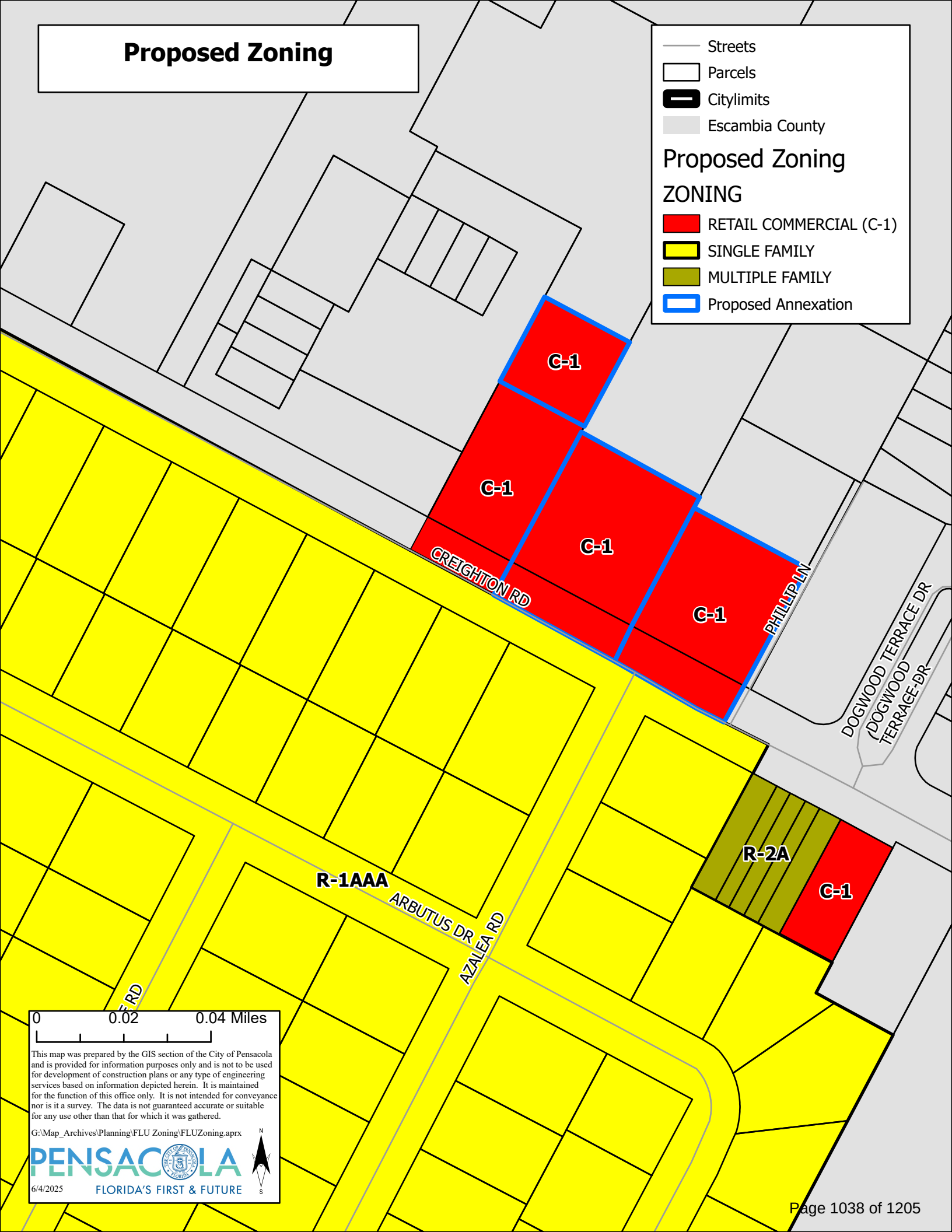
Proposed Zoning

- Streets
- Parcels
- Citylimits
- Escambia County

Proposed Zoning

ZONING

- RETAIL COMMERCIAL (C-1)
- SINGLE FAMILY
- MULTIPLE FAMILY
- Proposed Annexation



0 0.02 0.04 Miles

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PENSACOLA
FLORIDA'S FIRST & FUTURE

6/4/2025





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-711

City Council

7/17/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2025-39 - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
GRANT NO. 435717-8 - CHANGING FUNDING FOR RUNWAY 8/26 REHABILITATION

RECOMMENDATION:

That City Council adopt Resolution No. 2025-39.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT NO. 435717-8; 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 required by local, state or federal law, governance or regulation.

Pensacola International Airport requests grant funding from the Florida Department of Transportation (FDOT) as part of the 5-Year Work Program. A description of projects and probable costs are submitted five years in advance and FDOT allots funding as their budget allows. For the State fiscal year 2026 (July 1, 2025–June 30, 2026), FDOT has allocated funds to assist with the design of median/crosswalk improvements, inbound baggage room relocation, and baggage claim expansion totaling \$448,000.

Since the original request, the Airport has determined that the grant funds would be better utilized for a more critical project titled Runway 8-26 Rehabilitation Construction and would like to redirect the State Fiscal Year 2026 funds to construction efforts required for the project. On March 7, 2024, City Council approved the acceptance of the Public Transportation Grant Agreement No. 435717-8-94-01 with the FDOT for the Runway 8-26 Rehabilitation Construction, in the total amount of \$600,000. With approval of Resolution 2025-39, the total FDOT funds available for this project will be \$1,048,000.

For FDOT to issue the grant for the revised project name and its associated costs, a Name and Funding Change Resolution is required.

PRIOR ACTION:

August 18, 2022 – City Council approved Resolution 2022-078 authorizing the Mayor to coordinate with FDOT to increase the funding for FDOT grant 420300-5, Runway 8/26 Rehabilitation Design, from \$500,000 to \$580,000.

October 13, 2022 – City Council approved Resolution 2022-096 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 420300-5-94-01 with the FDOT for the Runway 8/26 Rehabilitation Design.

October 13, 2022 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 420300-5-94-01 with the Florida Department of Transportation in the amount of \$580,000 to provide partial funding for the Runway 8/26 Rehabilitation Design.

March 31, 2023 – City Council approved Resolution 2023-017 authorizing the Mayor to coordinate with FDOT to increase the funding for FDOT grant 435717-8 from \$500,000 to \$600,000.

September 28, 2023 - City Council awarded a contract to AVCON, Inc. for professional engineering and architectural services related to the rehabilitation of Runway 8-26 Rehabilitation at the Pensacola International Airport requested through RFQ #23-029.

March 7, 2024 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 435717-8-94-01 with the Florida Department of Transportation in the amount of \$600,000 to provide partial funding for the Runway 8-26 Rehabilitation Construction.

March 7, 2024 – City Council approved Supplemental Budget Resolution No. 2024-25 in the amount of \$600,000 for the Public Transportation Grant Agreement No. 435717-8-94-01 with the Florida Department of Transportation for the Runway 8-26 Rehabilitation Construction at the Airport.

June 12, 2025 - City City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant for Runway 8-26 Rehabilitation Construction in the estimated amount of \$17,765,000 to provide partial funding for the Runway 8-26 Rehabilitation Construction.

FUNDING:

N/A

FINANCIAL IMPACT:

On May 21, 2025, City Purchasing received responses to Bid No. 25-029, rehabilitation of Runway 8-26. Panhandle Grading & Paving, Inc. Pensacola, FL, was the lowest and most

responsible bidder with a base bid of \$20,366,907. Total project cost came in higher than originally anticipated. To minimize the financial impact to the Airport, the FAA has agreed to contribute an additional \$1.4 million and FDOT has agreed to redirect \$448 thousand towards the rehabilitation of Runway 8-26. This resolution provides the documentation required by the FDOT to redirect those funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Resolution No. 2025-39

PRESENTATION: No

RESOLUTION
NO. 2025-39

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT NO. 435717-8; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola uses the airport management as a tool for scheduling and planning projects at the Pensacola International Airport (the "Airport"); and

WHEREAS, The Florida Department of Transportation ("FDOT") has allotted grant funds for the Airport to be received in State fiscal year 2026 for specifically named projects; and

WHEREAS, the Airport originally applied from FDOT for three projects titled "Design of Median/Crosswalk Improvement", "Desing Inbound Baggage Room Relocation", and "Design Baggage Claim Expansion"; and

WHEREAS, the Airport thereafter determined that the grant funds would be better utilized for a more critical project titled "Runway 8/26 Rehabilitation – Construction"; and

WHEREAS, the FDOT is amenable to reallocating \$65,000 from FDOT Project #448560-1 to FDOT Project #435717-8; and

WHEREAS, the FDOT is amenable to reallocating \$370,000 from FDOT Project #448560-2 to FDOT Project #435717-8; and

WHEREAS, the FDOT is amenable to reallocating \$13,000 from FDOT Project #448560-3 to FDOT Project #435717-8; and

WHEREAS, due to that change in Airport priorities and prior to issuance of the 2026 grant agreements, funding for the project for receipt of the FDOT grant must be changed from \$600,000 to \$1,048,000; and

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

SECTION 1. That the City of Pensacola shall submit the project scope and deliverables for the Public Transportation Grant Agreement.

SECTION 2. The Mayor is hereby authorized to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-807

City Council

7/17/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-44 - PENSACOLA INTERNATIONAL AIRPORT RUNWAY 8-26 REHABILITATION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-44.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Pensacola International Airport has received federal and state funding for the rehabilitation of Runway 8-26. Runway 8-26 is a 7,000ft asphalt runway designed to accommodate Airplane Design Group IV aircraft which was last resurfaced in 2004. A crack seal project in 2020 helped prevent deterioration of the sub-base; however, pavement inspections have determined that the asphalt pavement needs a mill and overlay to mitigate future issues with pavement deterioration. The proposed rehabilitation work includes, but is not limited to, the following:

- The mill and overlay of Runway 8-26 including the intersection of Runway 8-26 and Runway 17-35
- Rehabilitation of all taxiway connectors to near edge of runway safety area
- Rehabilitation of blast pads
- New runway edge lights and associated cans and cables to accommodate LED fixtures
- Replacement of storm pipe beneath Runway 8-26
- New runway signage and associated cables to accommodate LED fixtures
- Pavement markings

- Miscellaneous grading

Such work will require Runway 8-26 to be closed while work is in progress. The construction will be done in three sections starting with the east section, then the middle section, and ending with the west section, while leaving the intersection of 8-26 and 17-35 to be paved last. The construction of the intersection will be completed at night in order to minimize the closure of both runways in order to keep operations going. The project is estimated to take 320 calendar days. In this time period, Runway 17-35 will serve as the active runway.

On March 31, 2025, City Purchasing issued Invitation to Bid No. 25-029 for Runway 8-26 Rehabilitation. Bids were due May 21, 2025, and four (4) responses were received. Panhandle Grading & Paving, Inc. Pensacola, FL, was the lowest and most responsible bidder with a base bid of \$20,366,907.09.

Funding for construction as well as construction administration services will be through a combination of Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), and Airport capital funds. Funding in the amount of \$22,590,874 is available in the Airport's federal, state, and capital improvement accounts. Adoption of supplemental budget resolution 2025-044 will appropriate the remaining \$739,746 in federal funding needed for this project.

PRIOR ACTION:

August 18, 2022 – City Council approved Resolution 2022-078 authorizing the Mayor to coordinate with FDOT to increase the funding for FDOT grant 420300-5, Runway 8/26 Rehabilitation Design, from \$500,000 to \$580,000.

October 13, 2022 – City Council approved Resolution 2022-096 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 420300-5-94-01 with the FDOT for the Runway 8/26 Rehabilitation Design.

October 13, 2022 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 420300-5-94-01 with the Florida Department of Transportation in the amount of \$580,000 to provide partial funding for the Runway 8/26 Rehabilitation Design.

March 31, 2023 – City Council approved Resolution 2023-017 authorizing the Mayor to coordinate with FDOT to increase the funding for FDOT grant 435717-8 from \$500,000 to \$600,000.

September 28, 2023 - City Council awarded a contract to AVCON, Inc. for professional engineering and architectural services related to the rehabilitation of Runway 8-26 Rehabilitation at the Pensacola International Airport requested through RFQ #23-029.

March 7, 2024 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 435717-8-94-01 with the Florida Department of Transportation in the amount of \$600,000 to provide partial funding for the Runway 8-26 Rehabilitation Construction.

March 7, 2024 – City Council approved Supplemental Budget Resolution No. 2024-25 in the amount of \$600,000 for the Public Transportation Grant Agreement No. 435717-8-94-01 with the Florida Department of Transportation for the Runway 8-26 Rehabilitation Construction at the Airport.

June 12, 2025 - City approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant in the estimated amount of \$17,765,000 with a \$1,973,890.00 local match requirement for a total grant value of \$19,738,890 to provide partial funding for the Runway 8-26 Rehabilitation Construction.

FUNDING:

Budget:	\$19,164,536.00	FAA Airport Infrastructure Grant (Pending)
	448,000.00	FDOT Grant 435717-8-94-01 (Pending)
	600,000.00	FDOT Grant 435717-8-94-01
	<u>3,118,084.00</u>	Airport Capital Funds
	\$23,330,620.00	TOTAL
Actual:	\$20,366,907.00	Base Bid
	2,036,691.00	10% Contingency
	<u>927,022.00</u>	Construction Administration Services
	\$23,330,620.00	TOTAL

FINANCIAL IMPACT:

Pensacola International Airport routinely requests grant funding from the FAA and FDOT. In anticipation of this project, \$8,240,565 in federal funds, \$435,000 in state funds, and \$2,965,000 in Airport funds were allocated in the fiscal year 2025 budget. All but \$739,746 of the remaining funds were appropriated in fiscal year 2024 and carried forward via Supplemental Budget Resolution 2025-01. Adoption of supplemental budget resolution 2025-044 will appropriate the remaining \$739,746 in federal funding for this project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-44
2. Supplemental Budget Explanation No. 2025-44

PRESENTATION: No

**RESOLUTION
NO. 2025-44**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. AIRPORT FUND

As Reads	Federal Grants	34,803,289
To:		
Reads	Federal Grants	35,543,035
As Reads	Capital Outlay	204,336,568
To:		
Reads	Capital Outlay	205,076,314

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 2025 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT RUNWAY 8-26 REHABILITATION - RES NO. 2025-44

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	739,746	Increase Appropriation for Federal Grants
Total Revenues	<u>739,746</u>	
Appropriations		
Capital Outlay	739,746	Increase appropriation for Capital Outlay
Total Appropriations	<u>739,746</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-806

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 25-029 - PENSACOLA INTERNATIONAL AIRPORT RUNWAY 8-26 REHABILITATION

RECOMMENDATION:

That City Council award Bid No. 25-029 for Runway 8-26 Rehabilitation to Panhandle Grading & Paving, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$20,366,907.09 plus a 10% contingency of \$2,036,690.71 for a total of \$22,403,597.80. 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.

Pensacola International Airport has received federal and state funding for the rehabilitation of Runway 8-26. Runway 8-26 is a 7,000ft asphalt runway designed to accommodate Airplane Design Group IV aircraft which was last resurfaced in 2004. A crack seal project in 2020 helped prevent deterioration of the sub-base; however, pavement inspections have determined that the asphalt pavement needs a mill and overlay to mitigate future issues with pavement deterioration. The proposed rehabilitation work includes, but is not limited to, the following:

- The mill and overlay of Runway 8-26 including the intersection of Runway 8-26 and Runway 17-35
- Rehabilitation of all taxiway connectors to near edge of runway safety area
- Rehabilitation of blast pads
- New runway edge lights and associated cans and cables to accommodate LED fixtures
- Replacement of storm pipe beneath Runway 8-26
- New runway signage and associated cables to accommodate LED fixtures
- Pavement markings

- Miscellaneous grading

Such work will require Runway 8-26 to be closed while work is in progress. The construction will be done in three sections starting with the east section, then the middle section, and ending with the west section, while leaving the intersection of 8-26 and 17-35 to be paved last. The construction of the intersection will be completed at night in order to minimize the closure of both runways in order to keep operations going. The project is estimated to take 320 calendar days. In this time period, Runway 17-35 will serve as the active runway.

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FUNDING:

Budget:	\$19,164,536.00	FAA Airport Infrastructure Grant (Pending)
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	600,000.00	FDOT Grant 435717-8-94-01
	<u>3,118,084.00</u>	Airport Capital Funds
	\$23,330,620.00	TOTAL
Actual:	\$20,366,907.00	Base Bid
	2,036,691.00	10% Contingency
	<u>927,022.00</u>	Construction Administration Services
	\$23,330,620.00	TOTAL

FINANCIAL IMPACT:

Pensacola International Airport routinely requests grant funding from the FAA and FDOT. In anticipation of this project, \$8,240,565 in federal funds, \$435,000 in state funds, and \$2,965,000 in Airport funds were allocated in the fiscal year 2025 budget. All but \$739,746 of the remaining funds were appropriated in fiscal year 2024 and carried forward via Supplemental Budget Resolution 2025-01. Adoption of supplemental budget resolution 2025-034 will appropriate the remaining \$739,746 in federal funding for this project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Tabulation of Bids
2. Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 25-029

TITLE: Runway 8/26 Rehabilitation at Pensacola International Airport

Submittals Due:	PANHANDLE	LAGAN	C.W. ROBERTS	ROADS, INC.
05/21/25, 2:30 P.M.	GRADING &	CONSTRUCTION,	CONTRACTING,	OF NWF
Department:	PAVING, INC.	LLC	INC.	
Airport	Pensacola, FL	Sterling, VA	Pensacola, FL	Cantonment, FL

Base Bid	\$20,366,907.09	\$21,484,697.00	\$21,491,693.30	\$27,079,579.43
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Deductive Alternate	\$1,871,569.00	\$2,257,690.00	\$2,260,600.90	\$2,516,896.23
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Submittals Due: 05/21/25

Bid No.: 25-029

FINAL VENDOR REFERENCE LIST
RUNWAY 8/26 REHABILITATION AT PENSACOLA INTERNATIONAL AIRPORT
PENSACOLA INTERNATIONAL AIRPORT

<u>Vendor</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>ST</u>	<u>Zip Code</u>	<u>SMWBE</u>
087144	GANNETT MEDIA CORP DBA GANNETT FLORIDA LOCALIQ	P O BOX 631244	CINCINNATI	OH	45263	
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
086047	ADAM HASSEBROCK	1720 W FAIRFIELD DR STE L 11	PENSACOLA	FL	32501	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
070835	AIRPORT LIGHTING COMPANY	108 FAIRGROUNDS DRIVE	MANLIUS	NY	13104	
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
001948	ARMSTRONG ELECTRIC COMPANY INC	4920 CHANEY STREET	PENSACOLA	FL	32503	
086284	ARROWHEAD CONTRACTING INC	504 W INTENDENCIA	PENSACOLA	FL	32501	Y
003350	ASPHALT SEALCOATING & SEALCOATING CO INC	3358 PURSELL LANE	PENSACOLA	FL	32526	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
082843	B & P CONSTRUCTION OF NORTHWEST FL LLC	8819 FIGLAND AVE	PENSACOLA	FL	32534	
068571	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533	
025703	BAY ELECTRIC INC	4862 EAST SPENCERFIELD RD	PACE	FL	32571	
081043	BCK SPECIALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
069786	BEAR GENERAL CONTRACTORS LLC	1216 N PALAFOX ST STE A	PENSACOLA	FL	32501	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
059759	BERRY LONDON VENEY JR DBA BLV ELECTRICAL ENGINEERS	134 CEVALLOS STREET	PENSACOLA	FL	32502	Y
070400	BIG SKY UNDERGROUND LLC	2172 W NINE MILE ROAD	PENSACOLA	FL	32534	
038068	BIGGS CONSTRUCTION CO INC	2510 NORTH PACE BOULEVARD	PENSACOLA	FL	32505	Y
051492	BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
053457	BIRKSHIRE JOHNSTONE LLC	PO BOX 30580	PENSACOLA	FL	32503	
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
023742	BROOKS, SEAN RONALD DBA PRO-LI SEAL AND STRIPE	4162 MADURA RD	GULF BREEZE	FL	32561	
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
078639	C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
042045	CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	
051433	CHILDERS ELECTRONICS LLC	7396 ESTHER STREET	PENSACOLA	FL	32506	

Submittals Due: 05/21/25

Bid No.: 25-029

FINAL VENDOR REFERENCE LIST
RUNWAY 8/26 REHABILITATION AT PENSACOLA INTERNATIONAL AIRPORT
PENSACOLA INTERNATIONAL AIRPORT

<u>Vendor</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>ST</u>	<u>Zip Code</u>	<u>SMWBE</u>
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6810 FIELDS LANE	PENSACOLA	FL	32505	Y
079502	COLDWATER COMMERCIAL AND INDUSTRIAL LLC	5919 ALLENTOWN RD	MILTON	FL	32570	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
066704	CYBER 1 SYSTEMS LLC	3245 W FAIRFIELD DRIVE	PENSACOLA	FL	32505	Y
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
027855	D&T ELECTRIC OF PENSACOLA LLC	6435 WYNDOTTE ROAD	PENSACOLA	FL	32526	
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
053920	DTR ELECTRIC INC	336 FOREST HILLS DRIVE	CANTONMENT	FL	32533	
070476	DUNAWAY ELECTRICAL SERVICES INC	4411 BRIDGET LANE UNIT B	PENSACOLA	FL	32526	
060654	EATON ENERGY SOLUTIONS INC	4550 N POINT PKWY STE 300	ALPHARETTA	GA	30022	
065871	ECSC LLC	8400 LITTLE JOHN JUNCTION	NAVARRE	FL	32566	Y
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
048528	EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
021026	F & M ELECTRIC INC	901 CONCORDIA BLVD	PENSACOLA	FL	32503	
046481	FIELD ELECTRIC INC	11753 GULF BEACH HWY	PENSACOLA	FL	32507	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
049311	GOODYEAR ELECTRIC LLC	12369 COOPER RD	HOLT	FL	32564	
004285	GREENHUT CONSTRUCTION COMPANY	23 SOUTH A STREET	PENSACOLA	FL	32501	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
010453	GREG WILLIAMS ELECTRIC INC	P O BOX 3288	PENSACOLA	FL	32516	
063457	GSi CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE STE 201	PENSACOLA	FL	32501	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
038609	GULF ELECTRIC SERVICE CO INC	1125 HARBOR LANE	GULF BREEZE	FL	32563	
081690	GULF MARINE CONSTRUCTION, INC	1232 N PACE BLVD	PENSACOLA	FL	32505	

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076265	GULF SOUTH ELECTRIC INC	504 W INTENDENCIA ST	PENSACOLA	FL	32502	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
064013	HI-LITE AIRFIELD SERVICES LLC	PO BOX 597 / 20128 NYS RT 12F	WATERTOWN	NY	13601	
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
049098	J L ELECTRIC LLC	551 DESERT OAK DR	PENSACOLA	FL	32514	
050070	JAMES A RICH JR DBA JAMES RICH BUILDERS INC	PO BOX 17173	PENSACOLA	FL	32522	
043118	JAMES E SIMMONS ELEC CO INC	2443 BROOKWOOD PLACE	CANTONMENT	FL	32533	
082548	JOHNSON ELECTRIC	5717 NORTH W STREET	PENSACOLA	FL	32505	
053161	JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
001033	KELSON ELECTRIC COMPANY INC	906 WEST MAIN STREET	PENSACOLA	FL	32502	Y
060294	KLOCKE & ASSOCIATES ENGINEERS	49 EAST CHASE STREET	PENSACOLA	FL	32502	
051094	KNIGHT, TERENCE I DBA KNIGHTS ELECTRICAL SERVICE	1114 E LEONARD ST	PENSACOLA	FL	32503	Y
018273	KRAFTRONICS INC	3025 WEST NINE MILE RD	PENSACOLA	FL	32534	
055564	L & L BACKFLOW INC DBA L & L UTILITIES INC	115 MCLAUGHLIN ROAD	MILTON	FL	32570	
065667	L30 CONSULTING LLC DBA L30 TRAFFIC CONTROL	3276 W SCOTT STREET	PENSACOLA	FL	32505	Y
084078	LAGAN CONSTRUCTION LLC	22375 BRODERICK DRIVE STE 155	STERLING	VA	20166	
055738	LARRY ARMSTRONG ELECTRICAL CONTRACTOR INC	2952 BLUESTAR AVENUE	PENSACOLA	FL	32514	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
062229	LED WORLDWIDE LIGHTING INC	16410 NORTH SHORE COURT	PENSACOLA	FL	32507	
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
081795	LYNN, STEVEN W MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
058801	M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
055498	M & M ELECTRIC OF NW FL INC	292 NORTH SPRNG STREET	CRESTVIEW	FL	32536	
021606	MANGUM, RON DBA RESIDENTIAL RENOVATION COMPANY INC	6299 WINDWOOD DRIVE	PENSACOLA	FL	32504	
049263	MCGUIRE ELECTRICAL LLC	1812 EAST MALLORY ST	PENSACOLA	FL	32503	
030768	MCLEMORE ELECTRIC INC	PO BOX 9625	PENSACOLA	FL	32513	Y
085695	MILLER, MATTHEW A DBA M & J ELECTRICAL SERVICES LLC	1404 GREENVISTA LANE	GULF BREEZE	FL	32563	
073522	MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES STREET	PENSACOLA	FL	32501	Y

Submittals Due: 05/21/25

Bid No.: 25-029

**FINAL VENDOR REFERENCE LIST
RUNWAY 8/26 REHABILITATION AT PENSACOLA INTERNATIONAL AIRPORT
PENSACOLA INTERNATIONAL AIRPORT**

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049667	MOTES ELECTRIC INC	5250 OLD BERRY HILL ROAD	MILTON	FL	32570	
022368	MOTES, MIKE DBA MIKE MOTES CONSTRUCTION INC	4164 HUCKLEBERRY FINN ROAD	MILTON	FL	32583	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
087066	OCD TRAFFIC LLC	25 GILMORE DRIVE	GULF BREEZE	FL	32561	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
058953	PARSCO LLC	700 N DEVILLIERS STREET	PENSACOLA	FL	32501	
042853	PAUL PATRICK ELECTRIC INC	5924 GRAHAM LANE	MILTON	FL	32583	Y
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
049446	Q A ELECTRIC INC	4051-G BARRANCAS AVE STE 116	PENSACOLA	FL	32507	
048368	QUALITY ELECTRIC OF FL LLC	8220 LILLIAN HWY	PENSACOLA	FL	32506	
086935	QUEENBEE ELECTRIC LLC	403 BEVERLY PARKWAY	PENSACOLA	FL	32505	Y
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
067564	ROBERSON UNDERGROUND UTILITY LLC	9790 ROBERSON WAY	MILTON	FL	32570	Y
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	
025349	SANDERS BROTHERS ELECTRIC INC	8195 KIPLING STREET	PENSACOLA	FL	32514	
002653	SCAPIN ELECTRIC COMPANY	PO BOX 6597	PENSACOLA	FL	32503	Y
049242	SELECTRICITY	PO BOX 4736	PENSACOLA	FL	32507	
032132	SEMINOLE ELECTRIC CONST INC	5412 SUN VALLEY DRIVE	PENSACOLA	FL	32505	Y
086686	SHAFFER CONSTRUCTION	4661 E SPENCER FIELD RD	PACE	FL	32571	
043119	SHIELDS ELECTRIC LLC	2803 W LAKEVIEW AVE	PENSACOLA	FL	32505	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA STREET	PENSACOLA	FL	32502	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
084364	ST CONTROLS LLC	1638 KAUAI COURT	GULF BREEZE	FL	32563	
086821	SUPERIOR ROW SERVICES LLC	15000 CITRUS COUNTY DR STE 205	PENSACOLA	FL	32523	
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	

Submittals Due: 05/21/25

Bid No.: 25-029

FINAL VENDOR REFERENCE LIST
RUNWAY 8/26 REHABILITATION AT PENSACOLA INTERNATIONAL AIRPORT
PENSACOLA INTERNATIONAL AIRPORT

<u>Vendor</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>ST</u>	<u>Zip Code</u>	<u>SMWBE</u>
062939	THREE TRADE CONSULTANTS	5690 JEFF ATES RD	MILTON	FL	32583	Y
086065	TRENT M PATTERSON DBA PATTERSON CSP LLC	6530 N PALAFOX ST #8	PENSACOLA	FL	32503	Y
069066	UNDERGROUND SOLUTIONS LLC	3070 GODWIN LN	PENSACOLA	FL	32526	Y
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
086663	VALCOURT BUILDING SERVICES	195 LURTON STREET	PENSACOLA	FL	32505	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
036451	WEBB ELECTRIC CO OF FL INC	1620 SUCCESS DRIVE	CANTONMENT	FL	32533	
058666	WEST FLORIDA ELECTRIC SVCS INC	1808 KINGSTREE DRIVE	CANTONMENT	FL	32533	
021725	WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
021814	WILLIAMSON ELECTRICAL CO INC	P O BOX 728	MILTON	FL	32572	Y
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 145



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-740

City Council

7/17/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2025-41 - EAST MAXWELL SIDEWALK LOCAL AGENCY PROGRAM AGREEMENT WITH FDOT

RECOMMENDATION:

That City Council adopt Resolution No. 2025-41.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA;
AUTHORIZING THE CITY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ACCEPT FUNDING FOR
DESIGN OF A SIDEWALK ON EAST MAXWELL ST; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #5: More Walkable, Mixed-Use Districts.

A resolution of support is required to authorize the City to enter into a Local Agency Program agreement with the Florida Department of Transportation (FDOT) and accept the federal-aid funds in the amount of \$150,000 to design a sidewalk on the northside of East Maxwell Street from North Hayne Street to North 12th Avenue.

City staff requested and successfully received professional engineering funding through the FDOT's Transportation Alternatives (TA) Program for a sidewalk to connect residents to Hollice T Williams Park. This action will advance the City of Pensacola Strategic Plan Goal for More Walkable Mixed-Use Districts.

This project has been a transportation priority for the City of Pensacola and advocated for by submitting a TA application to FDOT in 2024. The City has been approved by the FDOT to enter into local agency program agreement which is required for assistance through federal-aid funds. Construction is funded in fiscal year 2029 and a separate resolution will need be approved by Council at that time.

FDOT annually solicits the Transportation Alternatives (TA) Set-Aside program funding opportunity. The TA Set-Aside provides funding for programs and projects consistent with Fixing America's Surface Transportation (FAST) Act under 23 U.S.C. 133(h). These set-aside funds include all projects and activities defined as TA: On- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation, community improvement activities, environmental mitigation, and projects for planning, designing or constructing boulevards and other roadways largely in the right-of-way of formerly divided highways.

PRIOR ACTION:

January 18, 2024 - City Council approved Resolution No. 2024-8 supporting an application for transportation alternatives funding to design and construct a sidewalk on East Maxwell Street from North Hayne Street to North 12th Avenue.

FUNDING:

Budget:	\$150,000.00	FDOT Reimbursement
Actual:	\$150,000.00	Sidewalk Design

FINANCIAL IMPACT:

Adoption of Supplemental Budget Resolution #2025-43 will appropriate the funding for this project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Tootle, Director of Public Works & Engineering

ATTACHMENTS:

1. City Resolution No. 2025-41 - FDOT - East Maxwell Street
2. 455241-1 City of Pensacola East Maxwell - Sidewalk LAP-DRAFT
3. Maxwell Street Location Map

PRESENTATION: No

RESOLUTION
NO. 2025-41

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA; AUTHORIZING THE CITY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ACCEPT FUNDING FOR DESIGN OF A SIDEWALK ON EAST MAXWELL ST; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has programmed funding for the design of a sidewalk connecting Eastside residents to Hollice T Williams Park; and

WHEREAS, the following proposed sidewalk projects are endorsed by the City Council of the City of Pensacola:

Design of a sidewalk on East Maxwell Street from North Hayne Street to North 12th Avenue for 0.57 miles.

WHEREAS, the City of Pensacola has been approved by the Florida Department of Transportation to enter into local agency program agreement and such agreement is required for assistance through federal funds; and

WHEREAS, this project is in accordance with the City of Pensacola's Transportation Alternatives application submitted to the Florida-Alabama Transportation Planning Organization in 2021; and

WHEREAS, in order for this transportation priority to be designed to the fullest extent and in an expeditious manner, the City Council of the City of Pensacola authorizes the City to enter into a Local Agency Program agreement with the Florida Department of Transportation and accept federal funds in the amount of \$150,000.

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

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

Section 2. That the Project is endorsed by the City Council of the City of Pensacola as serving an unmet vital transportation need for the public health, safety and welfare of the citizens of the City of Pensacola.

Section 3. The City Council of the City of Pensacola hereby authorizes the City to enter into a Local Agency Program agreement with the Florida Department of Transportation for design of a sidewalk on East Maxwell Street and to accept federal funding in the estimated amount of \$150,000.

Section 4. The City Council of the City of Pensacola hereby authorizes the Mayor to take all actions necessary to effectuate the provisions of this Resolution.

Section 5. 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

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FPN: <u>455241-1-38-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D325 076 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TALT</u>	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>Escambia (48)</u>	Contract No: _____	
Recipient Vendor No: <u>F596000406005</u>	Recipient Unique Entity ID (UEI) No: <u>C4NCXLLJFMQ3</u>	

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of Pensacola ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Design of the East Maxwell Street Sidewalk, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 10/31/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 150,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$150,000 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 - ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part

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thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. 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 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

- ☐ shall
☐ shall not
☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

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- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Tim Smith, P.E.
Title: Director of Transportation Development

Legal Review:

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 455241-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Pensacola (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.626 Miles

PROJECT DESCRIPTION: TThis project is for the survey, design, permitting, and preparation of construction plans and bid documents for new sidewalk along East Maxwell Street from North Palafox Street to North Haynes Street. This project will consist of an ADA accessible 6' bicycle and pedestrian path with a 4' traffic lane separator on East Maxwell Street. Due to limited City ROW, the outside westbound lane will be repurposed for the path. The Recipient will ensure that an appropriate design for the project is submitted for review during plans development. No additional right-of-way is required.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Department hereby notifies the Recipient that for projects that are classified as A, B or C, the Recipient is required to hire a contractor prequalified by the Department.

The Department hereby notifies the Recipient that for projects that are classified as D and or estimate cost of less than \$250,000 and are not located on the Department's right-of-way, the Recipient is advised to hire a contractor prequalified by the Department.

The Department hereby notifies the Recipient, for the provision of Construction Engineering Inspection (CEI) services for projects that are classified as A, B or C, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, for the provision of Construction Engineering Inspection (CEI) services for projects that are classified D the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, in accordance with Section 337.14, F.S. the Entity performing Design and Construction Engineering Inspection (CEI) services may not be the same Entity.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by 10/31/2026
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide concurrence to advertise for Design to the Recipient after advertisement documentation, to include Professional Services Checklist, has been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Pensacola 222 W Main Street Pensacola, FL. 32502	FINANCIAL PROJECT NUMBER: 455241-1-38-01
--	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (Transportation Alternative)	\$ 150,000.00	\$ 0.00	\$ 0.00	\$ 150,000.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 150,000.00	\$ 0.00	\$ 0.00	\$ 150,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 150,000.00	\$ 0.00	\$ 0.00	\$ 150,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maira Showalter - Local Programs Administrator

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount: \$150,000.00
Awarding Agency: Florida Department of Transportation
Award is for: No
R&D:
Indirect Cost: N/A
Rate:

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

E Maxwell Street Sidewalk Project

Legend

- Maxwell St
- Streets
- Escambia County
- Citylimits

0 260 520 Feet

Date: 12/12/2023



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map_Archives\Planning\Transportation\TransportationAlt\MaxwellSt_site.mxd



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-782

City Council

7/17/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-43 - EAST MAXWELL SIDEWALK
LOCAL AGENCY PROGRAM AGREEMENT WITH FDOT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-43.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #5: More Walkable, Mixed-Use Districts.

A resolution of support is required to authorize the City to enter into a Local Agency Program agreement with the Florida Department of Transportation (FDOT) and accept the federal-aid funds in the amount of \$150,000 to design a sidewalk on the northside of East Maxwell Street from North Hayne Street to North 12th Avenue.

City staff requested and successfully received professional engineering funding through the FDOT's Transportation Alternatives (TA) Program for a sidewalk to connect residents to Hollice T Williams Park. This action will advance the City of Pensacola Strategic Plan Goal for More Walkable Mixed-Use Districts.

This project has been a transportation priority for the City of Pensacola and advocated for by submitting a TA application to FDOT in 2024. The City has been approved by the FDOT to enter into local agency program agreement which is required for assistance through federal-aid funds. Construction is funded in fiscal year 2029 and a separate resolution will need be approved by Council at that time.

FDOT annually solicits the Transportation Alternatives (TA) Set-Aside program funding opportunity. The TA Set-Aside provides funding for programs and projects consistent with Fixing America's Surface Transportation (FAST) Act under 23 U.S.C. 133(h). These set-aside funds include all projects and activities defined as TA: On- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation, community improvement activities, environmental mitigation, and projects for planning, designing or constructing boulevards and other roadways largely in the right-of-way of formerly divided highways.

PRIOR ACTION:

January 18, 2024 - City Council approved Resolution No. 2024-8 supporting an application for transportation alternatives funding to design and construct a sidewalk on East Maxwell Street from North Hayne Street to North 12th Avenue.

FUNDING:

Budget:	\$150,000.00	FDOT Reimbursement
Actual:	\$150,000.00	Sidewalk Design

FINANCIAL IMPACT:

Adoption of this supplemental budget resolution will appropriate the funding for this project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes**STAFF CONTACT:**

Tim Kinsella, City Administrator
Amy Tootle, Director of Public Works & Engineering

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-43
2. Supplemental Budget Explanation No. 2025-43
3. City Resolution No. 2025-41 - FDOT - East Maxwell Street
4. 455241-1 City of Pensacola East Maxwell - Sidewalk LAP-DRAFT
5. Maxwell Street Location Map

PRESENTATION: No

**RESOLUTION
NO. 2025-43**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	60,888,127
Amended		
To Read:	Federal Grants	61,038,127
As Reads	Operating Expenses	11,543,715
Amended		
To Read:	Operating Expenses	11,693,715

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 2025 - SUPPLEMENTAL BUDGET RESOLUTION -FDOT EAST MAXWELL - RES NO. 2025-43

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	150,000	Increase estimated revenue for Federal Grants
Total Revenues	<u>150,000</u>	
Appropriations		
Operating Expenses	<u>150,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>150,000</u>	

RESOLUTION
NO. 2025-41

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA; AUTHORIZING THE CITY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ACCEPT FUNDING FOR DESIGN OF A SIDEWALK ON EAST MAXWELL ST; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has programmed funding for the design of a sidewalk connecting Eastside residents to Hollice T Williams Park; and

WHEREAS, the following proposed sidewalk projects are endorsed by the City Council of the City of Pensacola:

Design of a sidewalk on East Maxwell Street from North Hayne Street to North 12th Avenue for 0.57 miles.

WHEREAS, the City of Pensacola has been approved by the Florida Department of Transportation to enter into local agency program agreement and such agreement is required for assistance through federal funds; and

WHEREAS, this project is in accordance with the City of Pensacola's Transportation Alternatives application submitted to the Florida-Alabama Transportation Planning Organization in 2021; and

WHEREAS, in order for this transportation priority to be designed to the fullest extent and in an expeditious manner, the City Council of the City of Pensacola authorizes the City to enter into a Local Agency Program agreement with the Florida Department of Transportation and accept federal funds in the amount of \$150,000.

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

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

Section 2. That the Project is endorsed by the City Council of the City of Pensacola as serving an unmet vital transportation need for the public health, safety and welfare of the citizens of the City of Pensacola.

Section 3. The City Council of the City of Pensacola hereby authorizes the City to enter into a Local Agency Program agreement with the Florida Department of Transportation for design of a sidewalk on East Maxwell Street and to accept federal funding in the estimated amount of \$150,000.

Section 4. The City Council of the City of Pensacola hereby authorizes the Mayor to take all actions necessary to effectuate the provisions of this Resolution.

Section 5. 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
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FPN: <u>455241-1-38-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D325 076 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TALT</u>	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>Escambia (48)</u>	Contract No: _____	
Recipient Vendor No: <u>F596000406005</u>	Recipient Unique Entity ID (UEI) No: <u>C4NCXLLJFMQ3</u>	

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and City of Pensacola ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Design of the East Maxwell Street Sidewalk, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of Agreement:** The Recipient agrees to complete the Project on or before 10/31/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
- 4. Project Cost:**
 - a.** The estimated cost of the Project is \$ 150,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b.** The Department agrees to participate in the Project cost up to the maximum amount of \$150,000 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c.** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 07/24
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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 - ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part

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thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. 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 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

- ☐ shall
☐ shall not
☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

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- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Tim Smith, P.E.
Title: Director of Transportation Development

Legal Review:

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 455241-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Pensacola (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.626 Miles

PROJECT DESCRIPTION: TThis project is for the survey, design, permitting, and preparation of construction plans and bid documents for new sidewalk along East Maxwell Street from North Palafox Street to North Haynes Street. This project will consist of an ADA accessible 6' bicycle and pedestrian path with a 4' traffic lane separator on East Maxwell Street. Due to limited City ROW, the outside westbound lane will be repurposed for the path. The Recipient will ensure that an appropriate design for the project is submitted for review during plans development. No additional right-of-way is required.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Department hereby notifies the Recipient that for projects that are classified as A, B or C, the Recipient is required to hire a contractor prequalified by the Department.

The Department hereby notifies the Recipient that for projects that are classified as D and or estimate cost of less than \$250,000 and are not located on the Department's right-of-way, the Recipient is advised to hire a contractor prequalified by the Department.

The Department hereby notifies the Recipient, for the provision of Construction Engineering Inspection (CEI) services for projects that are classified as A, B or C, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, for the provision of Construction Engineering Inspection (CEI) services for projects that are classified D the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, in accordance with Section 337.14, F.S. the Entity performing Design and Construction Engineering Inspection (CEI) services may not be the same Entity.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by 10/31/2026
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide concurrence to advertise for Design to the Recipient after advertisement documentation, to include Professional Services Checklist, has been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Pensacola 222 W Main Street Pensacola, FL. 32502	FINANCIAL PROJECT NUMBER: 455241-1-38-01
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PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (Transportation Alternative)	\$ <u>150,000.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>150,000.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 150,000.00	\$ 0.00	\$ 0.00	\$ 150,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 150,000.00	\$ 0.00	\$ 0.00	\$ 150,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maira Showalter - Local Programs Administrator

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$150,000.00
Awarding Agency: Florida Department of Transportation
Award is for: No
R&D:
Indirect Cost: N/A
Rate:

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

E Maxwell Street Sidewalk Project

Legend

- Maxwell St
- Streets
- Escambia County
- Citylimits

0 260 520 Feet

Date: 12/12/2023



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-680

City Council

7/17/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2025-36 - PENSACOLA ENERGY - ESTABLISHING INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCINGS

RECOMMENDATION:

That City Council adopt Resolution No. 2025-36.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCINGS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND 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.

Pensacola Energy is preparing for significant capital improvement construction including the construction of a new administration building and pipe replacement and fittings. Some of these improvements are currently under design. It is still anticipated that the City will issue bonds to pay for the construction of the improvements. These bonds will be exclusively from the revenues derived at Pensacola Energy. Approval of this resolution will allow the City to use the future bond proceeds to reimburse itself for costs of the project that were incurred prior to bond issuance. This resolution does not obligate the City to issue bonds in any way.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

There is no financial impact to the City associated with passage of this Resolution. It does not obligate the City to any costs. It will allow the City to reimburse itself from future bond proceeds should the City wish to do so.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/20/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Darryl Singleton, Director of Pensacola Energy

ATTACHMENTS:

1. Resolution No. 2025-36

PRESENTATION: No

RESOLUTION
NO. 2025-36

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA
ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN
PROJECT COSTS INCURRED WITH PROCEEDS OF
FUTURE TAX-EXEMPT FINANCINGS; PROVIDING
CERTAIN OTHER MATTERS IN CONNECTION
THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola, Florida (the "Issuer") desires to fund the construction of a new office building, expansion and improvements to the gas distribution system, infrastructure recovery, new vehicles, machinery and equipment, and furnishings and fixtures (collectively, the "Project").

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

SECTION 1. This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. The Issuer hereby expresses its intention to be reimbursed from proceeds of a future tax-exempt financing for the costs of the Project to be paid by the Issuer in connection with the Project. The total amount of debt to be incurred by the Issuer to reimburse itself for expenditures paid with respect to the Project will not exceed \$40,000,000. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations. No funds from sources other than the reimbursement bond issue are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer for such expenditures pursuant to its budget or financial policies.

SECTION 3. The expenditures to be reimbursed pursuant to this Resolution will be paid from the amounts available in the City's Energy Fund and other available funds of the City as may be allowed for the purpose of implementing the Project.

SECTION 4. If any one or more of the provisions of this Resolution shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

SECTION 5. All resolutions or orders and parts thereof in conflict herewith to the extent of such conflicts, are hereby superseded and repealed.

SECTION 6. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided by Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of the City Council

ATTEST:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-853

City Council

7/17/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

ACCEPTANCE OF PIPELINE HAZARDOUS MATERIALS SAFETY ADMINISTRATION -
GRANT NO. 693JK32540107NGDI - NATURAL GAS PIPELINE REPLACEMENT

RECOMMENDATION:

That City Council approve the acceptance of the Pipeline Hazardous Materials Safety Administration - Grant No. 693JK32540107NGDI for Natural Gas Pipeline Replacement in the amount of \$10,076,858. 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 #4: Resilient Waterfronts & Neighborhoods.

Pensacola Energy is eligible as a municipally owned utility to receive assistance under the Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) grant program from the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA). The NGDISM Grant Program provides assistance for the replacement of leak-prone natural gas distribution infrastructure with the goal of promoting economic growth and benefiting disadvantaged rural and urban communities with safe provision of natural gas.

Pensacola Energy identified areas eligible for grant funding and applied in FY2023 for the replacement of 14.7 miles of bare steel natural gas main in the areas of Greenhut Court and Peachtree Park. PHMSA selected the City of Pensacola and Pensacola Energy for funding in the amount of \$10,076,858 conditioned upon full compliance with the National Environmental Policy Act.

PRIOR ACTION:

None.

FUNDING:

Funds will be provided from PHMSA on a reimbursable basis.

FINANCIAL IMPACT:

The grant funds will provide funding for this project. Adoption of the supplemental budget resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/17/2025

STAFF CONTACT:

Tim Kinsella, City Administrator

Amy Miller, Deputy City Administrator

Darryl Singleton, Director of Pensacola Energy and Sanitation Services

ATTACHMENTS:

1. PHMSA Grant Agreement No.693JK32540107NGDI - Natural Gas Pipeline Replacement

PRESENTATION: No

ASSISTANCE AGREEMENT

1. Award No. 693JK32540107NGDI		2. Modification No.		3. Effective Date 04/04/2025		4. CFDA No. 20.708	
5. Awarded To PENSACOLA FL CITY OF 222 W MAIN ST PENSACOLA FL 325025743				6. Sponsoring Office PIPELINE AND HAZARDOUS MATERIALS SA Office of Pipeline Safety (PHP) 1200 New Jersey Avenue SE, East Bldg, 3rd Washington DC 20590			7. Period of Performance 04/04/2025 through 04/03/2030
8. Type of Agreement ☒ Grant ☐ Cooperative Agreement ☐ Other		9. Authority			10. Purchase Request or Funding Document No. PH956-25-0149		
11. Remittance Address PENSACOLA FL CITY OF PO BOX 12910 PENSACOLA FL 325210061				12. Total Amount Govt. Share: \$10,076,858.00 Cost Share : \$0.00 Total : \$10,076,858.00		13. Funds Obligated This action: \$10,076,858.00 Total : \$10,076,858.00	
14. Principal Investigator		15. Program Manager SHAKIRA MACK Phone: 202-366-5090			16. Administrator PIPELINE AND HAZARDOUS MATERIALS SA Acquisition Services Division 1200 New Jersey Avenue SE, East Bldg, 3rd Washington DC 20590		
17. Submit Payment Requests To				18. Paying Office PHMSA Delphi eInvoicing System https://einvoice.esc.gov		19. Submit Reports To	
20. Accounting and Appropriation Data 14021125B1.2025.PSGRT05010.50D0200000.41010.61000000.0000000000.0000000000.0000000000.0000000000							
21. Research Title and/or Description of Project City of Pensacola, FL FY 2023							
For the Recipient				For the United States of America			
22. Signature of Person Authorized to Sign				25. Signature of Grants/Agreements Officer 			
23. Name and Title		24. Date Signed		26. Name of Officer DAMOND SMITH		27. Date Signed 4/4/2025	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED			PAGE	OF
		693JK32540107NGDI			2	2
NAME OF OFFEROR OR CONTRACTOR						
PENSACOLA FL CITY OF						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	UEI: UBMRAF87HQF5 The purpose of this Agreement is to award a new grant under the Natural Gas Distribution Infrastructure & Safety Modernization (NGDISM) grant program to the City of Pensacola, FL. Special term and condition #1: This award is conditioned upon full compliance with the National Environmental Policy Act (NEPA) prior to the commencement of any physical construction activities. The recipient shall not charge to this award costs that are incurred on physical construction activities that occurred prior to all federal environmental review requirements, including NEPA, being satisfied. Costs incurred for pre-construction activities will not be reimbursed under this award until the NEPA review is complete and a Finding of No Significant Impact (FONSI), Categorical Exclusion, or Record of Decision (ROD) has been issued, as applicable. Any deviation from this requirement may result in PHMSA imposing any remedy permitted in Article 9 of the terms and conditions of this agreement, including suspension or termination of the award. Prepay Indicate: YES					
00001	City of Pensacola, FL - Natural Gas Distribution Infrastructure Safety Modernization (NGDISM) Grant - Construction. Obligated Amount: \$10,076,858.00 POINTS OF CONTACT: Grants Management Contact: Damond Smith, 202.366.5180 Email: damond.smith@dot.gov ESC Payment Questions: 9-amc-amz-phmsa-invoices@faa.gov The obligated amount of award: \$10,076,858.00. The total for this award is \$10,076,858.00.				10,076,858.00	

PHMSA FY23 NGDISM Grant Terms and Conditions

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PHMSA FY23 NGDISM Grant Terms and Conditions

GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, Div. J (Nov. 15, 2021) (the “IIJA”) made funds available to the Pipeline and Hazardous Materials Safety Administration (“PHMSA”) to carry out the Natural Gas Distribution Infrastructure Safety and Modernization (“NGDISM”) Grant Program by providing Federal financial assistance to municipality-owned or community-owned utilities (not including for-profit entities) to repair, rehabilitate, or replace their natural gas distribution pipeline systems or portions thereof or to acquire equipment to (1) reduce incidents and fatalities and (2) avoid economic losses.

These General Terms and Conditions govern the rights and obligations of PHMSA, and the entity named in PHMSA’s Assistance Agreement’s, Box 5 Awarded To of (the “Recipient”) with respect to the Recipient’s Fiscal Year 2023 NGDISM award.

ARTICLE 1 - PURPOSE

1.1 Purpose. The purpose of this award is to fund an eligible Fiscal Year 2023 NGDISM project to repair, rehabilitate, or replace a municipality-owned or community-owned natural gas distribution pipeline system or portions thereof or to acquire equipment to (1) reduce incidents and fatalities and (2) avoid economic losses. The parties will accomplish that purpose by achieving the following objectives:

- (a) timely completing the Project; and
- (b) ensuring that this award does not substitute for non-Federal investment in the Project.

ARTICLE 2 - PHMSA ROLE

2.1 PHMSA Responsibilities. PHMSA will administer this agreement on behalf of the United States Department of Transportation (“USDOT”). PHMSA is responsible for the overall administration of the NGDISM program and any modifications to this agreement.

ARTICLE 3 - RECIPIENT ROLE

3.1 Statements on the Project. The Recipient represents that:

- (a) all material facts in the Recipient’s Initial Application (as defined in Section 21.4) were accurate when that application was submitted; and
- (b) if the Recipient submitted a Final Application (as defined in Section 21.4), all material facts in the Recipient’s Final Application are accurate as of the date of this agreement, and that the Final Application documents all material changes in the information contained in the Initial Application.

3.2 Statements on Authority and Capacity. The Recipient represents that:

PHMSA FY23 NGDISM Grant Terms and Conditions

- (a) it has the authority to receive Federal financial assistance under this agreement;
- (b) it has the legal authority to complete the Project;
- (c) it has the ability or capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (d) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement, applicable Federal law, and applicable pipeline safety regulations; and
- (e) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the representations in this Article 3 and in section 16.13 on behalf of the Recipient.

3.3 PHMSA Reliance. The Recipient acknowledges that:

- (a) PHMSA relied on statements of fact in the Initial Application to select the Project to receive this award;
- (b) PHMSA relied on statements of fact in the Initial Application to determine that the Recipient and the Project are eligible under the terms of the NOFO and the program statute;
- (c) PHMSA relied on statements of fact in the Initial Application and/or the Final Application, and this agreement to establish the terms of this agreement; and
- (d) PHMSA's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal and State laws, regulations, and policies that are applicable to PHMSA projects.

PHMSA FY23 NGDISM Grant Terms and Conditions

3.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement, or any action that would affect the Recipient's eligibility for the NGDISM program, without PHMSA's prior written approval.
- (b) The Recipient shall act promptly, in a manner acceptable to PHMSA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

ARTICLE 4 - AWARD AMOUNT, OBLIGATIONS, AND TIME PERIODS

- 4.1 **Federal Award Amount.** PHMSA hereby awards a NGDISM Grant to the Recipient in the amount described in PHMSA Assistance Agreement Box 12, Total Amount.
- 4.2 **Budget Period.** This award will have one budget period, which will run concurrently with the Period of Performance described in section 4.3. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.
- 4.3 **Period of Performance.** The Period of Performance for this award begins and ends on the dates stated in PHMSA's Assistance Agreement's Box 7, Period of Performance. In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 5 - STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 5.1 **Notification Requirement.** The Recipient shall notify PHMSA in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. As described in sections 5.2 through 5.4, the Recipient shall request a modification of this agreement as necessary.
- 5.2 **Scope and Statement of Work Changes.** If the Project's scope or activities differ from the scope or activities described in the Recipient's Initial and/or Final Application, then the Recipient shall request a modification of this agreement to update the Recipient's Initial and/or Final Application.
- 5.3 **Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update the Period of Performance or the project schedule in the Recipient's Initial and/or Final Application, as applicable:
 - (a) a completion date for the overall Project or a milestone of the Project is listed in the Recipient's Initial and/or Final Application, and the Recipient's estimate for

PHMSA FY23 NGDISM Grant Terms and Conditions

that milestone changes to a date that is more than six months after the date listed in the Recipient's Initial and/or Final Application; or

- (b) a schedule change would require the Period of Performance to continue after the Period of Performance listed in section 4.3.

5.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project;
 - (2) PHMSA will not increase the amount of this award to address any funding shortfall; and
 - (3) the Recipient shall notify PHMSA, in writing, if the Recipient anticipates being unable to fully complete the Project due to the increased cost.
- (b) If there are Project Cost Savings, then the Recipient may propose to PHMSA, in writing consistent with PHMSA's requirements, to include in the Project specific additional activities that are within the scope of the Recipient's approved National Environmental Policy Act ("NEPA") document, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "Project Cost Savings" means the difference between the actual allowable project costs and the Federal Award Amount listed in section 4.1, but only if the actual allowable project costs are lower than the Federal Award Amount.

- (c) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(b) or PHMSA does not accept the Recipient's proposal under section 5.4(b), then:
 - (1) the Recipient shall request a modification of this agreement to reduce the Federal Award Amount listed in section 4.1 by the amount of the Project Cost Savings; and
 - (2) if PHMSA had reimbursed costs exceeding the reduced Federal Award Amount, the Recipient shall refund to PHMSA the difference between the reimbursed costs and the reduced Federal Award Amount.
- (d) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(c)(2) constitute a debt to the Federal Government that PHMSA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

PHMSA FY23 NGDISM Grant Terms and Conditions

- 5.5 PHMSA Acceptance of Changes.** PHMSA may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the NGDISM program and PHMSA. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless PHMSA accepts that modification request and the parties modify this agreement under section 15.1.

ARTICLE 6 - GENERAL REPORTING TERMS

- 6.1 Report Submission.** The Recipient shall send all reports required by this agreement to PHMSA using the process required by PHMSA.
- 6.2 Alternative Reporting Methods.** PHMSA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by PHMSA.
- 6.3 Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Notwithstanding any other term of this agreement, the due date for any information collections required under this agreement, including the reporting requirements in articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7 - PROGRESS AND FINANCIAL REPORTING

- 7.1 Quarterly Project Progress Reports and Recertifications.** Recipient quarterly reports shall be submitted by the 30th calendar day after the quarterly reporting period ends (Q1 Jan 30th; Q2 April 30th; Q3 July 30th and Q4 October 30th) each calendar year quarter and until the end of the Period of Performance. The Recipient shall submit to PHMSA a Quarterly Project Progress Report in the format and with the content required by PHMSA.
- 7.2 Final Progress Reports and Financial Reporting.** No later than 120 days after the end of the Period of Performance, the Recipient shall submit:
- (a) a Final Project Progress Report in the format and with the content required by PHMSA; and
 - (b) any other information required under PHMSA’s award closeout procedures.

PHMSA FY23 NGDISM Grant Terms and Conditions

ARTICLE 8 - PERFORMANCE MEASUREMENT

- 8.1 Site Visits and Desk Audits.** There will be at least one site visit per recipient during the Period of Performance, with the option of additional site visits/desk audits if needed to address deficiencies and/or more complex issues that require face-to-face technical assistance.
- 8.2 Compliance with Pipeline Safety Regulations.** The Recipient must ensure that the Project is completed in accordance with applicable pipeline safety laws and regulations, including the notification requirements in 49 C.F.R. 191.22(c) as applicable.

ARTICLE 9 - NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations.

- (a) If PHMSA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, PHMSA may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and PHMSA must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If PHMSA notifies the Recipient of a proposed determination of noncompliance under section 9.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
- (1) accept the remedy;
 - (2) acknowledge the noncompliance, but propose an alternative remedy; or
 - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) PHMSA may make a final determination of noncompliance only:
- (1) after considering the Recipient's response under section 9.1(b); or
 - (2) if the Recipient fails to respond under section 9.1(b), after the time for that response has passed.

PHMSA FY23 NGDISM Grant Terms and Conditions

- (d) To make a final determination of noncompliance, PHMSA must provide a notice to the Recipient that states the bases for that determination.

9.2 Remedies.

- (a) If PHMSA makes a final determination of noncompliance under section 9.1, PHMSA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs; requiring refunds from the Recipient to PHMSA; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, PHMSA must provide a written notice to the Recipient that describes the remedy, but PHMSA may make the remedy effective before the Recipient receives that notice.
- (c) If PHMSA determines that it is in the public interest, PHMSA may impose a remedy, including all remedies described in section 9.2(a), before making a final determination of noncompliance under section 9.1. If it does so, then the notice provided under section 9.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 9.2 or making a public interest determination under section 9.2(c), PHMSA may elect to consider the interests of only PHMSA.
- (e) The Recipient acknowledges that amounts that PHMSA requires the Recipient to refund to PHMSA due to a remedy under this section 9.2 constitute a debt to the Federal Government that PHMSA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

- 9.3 Other Oversight Entities.** Nothing in this article 9 limits any party’s authority to report activity under this agreement to the USDOT Inspector General or other appropriate oversight entities.

ARTICLE 10 - AGREEMENT TERMINATION

10.1 PHMSA Termination.

- (a) PHMSA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) a completion date for the Project or a component of the Project is listed in the Recipient's Initial and/or Final Application and the Recipient fails to meet that milestone by six months after the date listed in the Recipient's Initial and/or Final Application;
 - (2) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in the Recipient's Initial and/or Final Application, even if it is beyond the reasonable control of the Recipient;
 - (3) circumstances cause changes to the Project that PHMSA determines are inconsistent with PHMSA's basis for selecting the Project to receive an NGDISM Grant; or
 - (4) PHMSA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, PHMSA may elect to consider only the interests of PHMSA.
- (c) This section 10.1 does not limit PHMSA'S ability to terminate this agreement as a remedy under section 9.2.
- (d) The Recipient may request that PHMSA terminate the agreement under this section 10.1.

10.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "Project Closeout" means the date that PHMSA notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

10.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish PHMSA's authority to disallow costs, including costs that PHMSA reimbursed before termination, and recover funds from the Recipient.

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10.4 Non-Terminating Events.

- (a) The end of the Period of Performance described under section 4.3 does not terminate this agreement or the Recipient's obligations under this agreement.
- (b) The cancellation of funds under section 14.2 does not terminate this agreement or the Recipient's obligations under this agreement.

10.5 Other Remedies. The termination authority under this article 10 supplements and does not limit PHMSA's remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 11 - MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

11.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 11.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303 and 2 C.F.R. 200 subpart F, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the Fiscal Year 2023 NGDISM Program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

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- (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including “FY 2023” in the program name; and
- (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2023” in column c (“Additional Award Identification”).

11.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

11.4 PHMSA Record Access. PHMSA may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 12 - CONTRACTING

12.1 Procurement Standards.

- (a) The Recipient agrees that it will comply with the provisions of 2 C.F.R. 200.317 through 200.327 (“Procurement Standards”) when acquiring property or services required under this award.
- (b) The Recipient agrees that prior to acquiring property or services required under this award, the Recipient shall establish documented procurement procedures consistent with the Procurement Standards.

12.2 Buy America.

- (a) The Project is subject to the domestic preference requirement in § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), which requires that all steel, iron, manufactured products, and construction materials used in the project be produced in the United States. The Recipient agrees to comply with this domestic preference requirement as implemented by applicable OMB, USDOT, and PHMSA guidance and regulations.
- (b) The Recipient shall include the substance of section 12.2 in all contracts and purchase orders for work or products under this award.

12.3 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

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12.4 Government-wide Debarment and Suspension (Non-Procurement).

- (a) The Recipient must review the “list of parties excluded from federal procurement or non-procurement programs” located on the System for Award Management (SAM) website before entering into a contract. <https://www.sam.gov>. No contracts may be issued to an entity or person identified in the “list of parties excluded from federal procurement or non-procurement programs.”
- (b) 2 C.F.R. 1200 “Non-procurement Suspension and Debarment” is incorporated by reference into this award.
- (c) The Recipient must notify PHMSA, in writing, in a timely manner if the Recipient discovers it has entered into a Covered Transaction (as defined in 2 C.F.R. 180.200) with an entity or person identified in the “list of parties excluded from federal procurement or non-procurement programs.”
- (d) If the Recipient maintains a list of entities or persons with which the Recipient does not transact business, the Recipient must notify PHMSA, in writing, whenever the Recipient adds an entity or person to such list, and must describe the basis for adding such entity or person.

ARTICLE 13 - COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount. Under this award, PHMSA shall not provide funding greater than the amount provided under section 4.1. The Recipient acknowledges that PHMSA is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

13.2 Project Costs. This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the budget period described in section 4.2.
- (b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless the Recipient receives written approval from PHMSA, and such costs would have been allowable if incurred during the budget period described in section 4.2.

13.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if PHMSA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under

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this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under this award unless approved in advance in writing by PHMSA.

13.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

13.6 Timing of Payments to the Recipient.

- (a) Reimbursement is the payment method for the NGDISM Program.
- (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into a legally binding obligation for that cost.

13.7 eInvoicing. Recipients of PHMSA grants must use the USDOT Delphi eInvoicing System.

- (1) The Recipient must:
 - (a) Have internet access to register and submit payment requests through the Delphi eInvoicing system; and
 - (b) Submit payment requests electronically and receive payment electronically.
- (2) System User Requirements:
 - (a) The Recipient should contact PHMSA to sign up for the Delphi eInvoicing System. PHMSA will provide the Recipient's name and email address to the USDOT Financial Management Office. The USDOT Financial Management Office will then invite the Recipient to sign up for the system.
 - (b) USDOT will submit a User Account Application form to request system access. Once the system access email is sent out the recipient POC will have 72 hours to login to the system to activate their account

Note: Additional information, including training materials, and helpdesk support can be found on the DOT Delphi eInvoicing website (<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>)

- (c) USDOT Financial Management officials may, on a case-by-case basis, waive the requirement to register, and use, the electronic payment system. Waiver request forms can be obtained on the USDOT eInvoicing website (<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>) or by

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contacting the PHMSA Agreement Officer. Recipients must explain why they are unable to use or access the internet to submit payment requests.

13.8 Payments. Reimbursement payments will be made after the electronic receipt via the USDOT eInvoicing System of either “Request for Advance or Reimbursement” (Standard Form 270 for non-construction projects) or “Outlay Report and Request for Reimbursement for Construction Programs” (Standard Form 271 for construction projects). Backup documentation including but not limited to invoices, or canceled checks substantiating funds cited on reimbursement request shall accompany SF270/SF271.

- (a) Method of Payment.
 - (1) PHMSA will make all payments under this agreement by electronic funds transfer (EFT), except as provided by section 13.8(a)(2). As used in this section 13.8, the term “EFT” refers to the funds transfer and may also include the payment information transfer.
 - (2) If PHMSA is unable to release one or more payments by EFT, the Recipient agrees either to:
 - (A) Accept payment by check or some other mutually agreeable method of payment; or
 - (B) extend the payment due date until such time as PHMSA can make payment by EFT (but see section 13.8(d)).
- (b) Recipient’s EFT information. PHMSA will make payment to the Recipient using the EFT information contained in the System for Award Management (SAM) database. If the EFT information changes, the Recipient is responsible for providing the updated information into SAM at: <https://www.sam.gov>.
- (c) Mechanisms for EFT payment. PHMSA may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 C.F.R. Part 210.
- (d) Suspension of payment. If the Recipient’s EFT information in the SAM database is incorrect, then PHMSA is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the SAM database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.
- (e) Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information

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set) in the SAM database, and the Recipient has not notified PHMSA of the payment receiving point applicable to this agreement, PHMSA will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.

- (f) Liability for uncompleted or erroneous transfers.
 - (1) If an uncompleted or erroneous transfer occurs because PHMSA used the Recipient's EFT information incorrectly, PHMSA remains responsible for:
 - (A) making a correct payment;
 - (B) paying any prompt payment penalty due; and
 - (C) recovering any erroneously directed funds.
 - (2) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of PHMSA's release of the EFT payment transaction instruction to the Federal Reserve System, and
 - (A) if the funds are no longer under the control of the payment office, PHMSA is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
 - (B) If the funds remain under the control of the payment office, PHMSA will not make payment, and the provisions of section 13.8(d) will apply.
- (g) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (h) [Reserved.]
- (i) Liability for change of EFT information by financial agent. PHMSA is not liable for errors resulting from changes to EFT information made by the Recipient's financial agent.
- (j) Payment information. The payment or disbursing office will forward to the Recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. PHMSA may request the Recipient to designate a desired format and method(s) for

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delivery of payment information from a list of formats and methods the payment office is capable of executing. However, PHMSA does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with section 13.8(a), the Government will mail the payment information to the remittance address contained in the SAM database.

13.9 Information Supporting Expenditures.

- (a) When requesting reimbursement of costs incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) and shall submit supporting cost details as required by PHMSA.
- (b) If the Recipient submits a request for reimbursement that PHMSA determines does not include or is not supported by sufficient detail, PHMSA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.10 Indirect Cost Rate.

- (a) The indirect cost rate to be charged to this award is determined according to the Recipient's Indirect Cost Rate Proposal. If the Recipient does not currently have an Indirect Cost Rate Proposal, the de minimis rate of 15% of modified total direct costs shall apply, per 2 C.F.R. 200.414(f).
- (b) For questions regarding Indirect Cost Rate Agreements, the Recipient should contact its cognizant agency for indirect costs, as defined in 2 C.F.R. 200.1. If PHMSA is the Recipient's cognizant agency for indirect costs, the Recipient may contact Cristina Keating at Cristina.Keating@dot.gov.

ARTICLE 14 - LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

14.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than 120 days after the end of the Period of Performance.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

14.2 Funds Cancellation. NGDISM Program funding that is obligated for this award remains available until 120 days after the end of the Period of Performance. At its discretion, PHMSA may extend the time that funding obligated for this award remains available under this agreement by notifying the Recipient in writing.

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ARTICLE 15 - AGREEMENT MODIFICATIONS

- 15.1 Bilateral Modification.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by PHMSA and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.
- 15.2 PHMSA Unilateral Modifications.**
- (a) PHMSA may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
 - (b) To unilaterally modify this agreement under this section 15.2, PHMSA must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.
- 15.3 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 15.1 or 15.2. If an amendment, modification, or supplement is not permitted under section 15.1 and not permitted under section 15.2 it is void.

ARTICLE 16 - FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

- 16.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.
- 16.2 Federal Law and Public Policy Requirements.**
- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
 - (b) Pursuant to Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
 - (c) Pursuant to Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

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- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

16.3 Federal Freedom of Information Act.

- (a) PHMSA is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that their Initial and/or Final Application and materials submitted to PHMSA by the Recipient related to this agreement may become PHMSA records subject to public release under 5 U.S.C. 552.

16.4 History of Performance. Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

16.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

16.6 Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements.

- (a) The Recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- (b) The Recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of paragraph (a).
- (c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a

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Federal department or agency governing the nondisclosure of classified information.

- (d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein. PHMSA may seek any available remedies in the event the Recipient fails to comply with the provisions herein.

16.7 Executive Orders. The Recipient certifies it will comply with the following Executive Orders in administering Federal funds under this agreement:

- Executive Order 11990 - Protection of Wetlands
- Executive Order 12372 - Intergovernmental Review of Federal Programs
- Executive Order 12549 - Debarment and Suspension
- Executive Order 14005 - Ensuring the Future is Made in All of America by All of America's Workers
- Executive Order 14025 - Worker Organizing and Empowerment
- Executive Order 14149 - Restoring Freedom of Speech and Ending Federal Censorship
- Executive Order 14154 - Unleashing American Energy
- Executive Order 14151 - Ending Radical and Wasteful Government DEI Programs and Preferencing
- Executive Order 14168 - Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- Executive Order 14173 - Ending Illegal Discrimination and Restoring Merit-Based Opportunity

16.8 National Environmental Policy Act.

- (a) The Recipient represents that all information that will be provided to PHMSA as part of the Environmental Review process required under the National Environmental Policy Act ("NEPA") will be current, accurate, and complete at the time it is submitted to PHMSA, to the best of the Recipient's knowledge. The Recipient acknowledges that PHMSA will rely on the information provided by the Recipient in approving the Project, and that Project approval under NEPA was a necessary precondition to this Federal award.
- (b) The Recipient shall complete any mitigation activities described in the Recipient's approved NEPA document, including the terms and conditions contained in the required permits and authorizations for the Project. The Recipient is responsible for obtaining any such permits and authorizations required by local, State, or Federal law.

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- (e) If, at any point during the Period of Performance described in section 4.3, the scope of the PHMSA-funded Project is expanded beyond what is described in the Recipient's approved NEPA document, or if the anticipated impacts of the Project expand beyond what is described in the Recipient's approved NEPA document, then the Recipient shall coordinate with PHMSA to perform an additional Environmental Review covering the expanded Project scope or additional anticipated impacts, at PHMSA's sole discretion. The Recipient shall request a modification under section 15.1 to amend the Recipient's approved NEPA document to reflect the additional Environmental Review.

16.9 Labor and Work. In carrying out the Project, the Recipient is encouraged to make its best efforts, to the full extent possible consistent with law, to create good-paying jobs with the free and fair choice to join a union and to incorporate strong labor standards.

16.10 Critical Infrastructure Security and Resilience. Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in the planning, design, and oversight of the Project.

16.11 811, Call Before You Dig Program. Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities. 811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging. The recipient is encouraged to adopt the "811, Call Before You Dig" program for its employees and contractors when digging on company-owned, leased, or personally-owned property. For information on how to implement such a program please visit the 811 – Call Before You Dig section of PHMSA's website at www.phmsa.dot.gov.

16.12 External Award Terms and Condition.

- (a) In addition to this document and the contents described in article 25, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. Part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. Part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R. 200.113: Mandatory Disclosures;
 - (4) 2 C.F.R. 175: Award Term for Trafficking in Persons; and
 - (5) Appendix XII to 2 C.F.R. Part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

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- (b) The Recipient shall comply with:
 - (1) 49 C.F.R. Part 20: New Restrictions on Lobbying;
 - (2) Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
 - (3) 49 C.F.R. Part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
 - (4) 49 C.F.R. Part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - (5) Subpart B of 49 C.F.R. Part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

16.13 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (a) USDOT Standard Title VI/Non-Discrimination Assurances.
- (b) Appendix A to 49 C.F.R. Part 20 (Certification Regarding Lobbying).

ARTICLE 17 - ASSIGNMENT

17.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 18 - WAIVER

18.1 Waivers.

- (a) A waiver of a term of this agreement granted by PHMSA will not be effective unless it is in writing and signed by an authorized representative of PHMSA.
- (b) A waiver of a term of this agreement granted by PHMSA on one occasion will not operate as a waiver on other occasions.

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- (c) If PHMSA fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 19 - ADDITIONAL TERMS AND CONDITIONS

19.1 Disclaimer of Federal Liability. PHMSA shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

19.2 Relocation and Real Property Acquisition.

- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. Part 24, Subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. Part 24, Subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. Part 24, Subparts D–E.
- (c) The Recipient shall make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. Part 24.

19.3 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:
 - a. if the entity that acquired the equipment is a State, the State shall dispose of that equipment in accordance with State laws and procedures;
 - b. if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. 200.313; and
 - c. if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from PHMSA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.

19.4 Notice of News Releases, Public Announcement, and Presentations. The Recipient must have PHMSA’s prior approval for all press releases, formal announcements, or

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other planned written issuance containing news or information concerning this agreement before issuance.

- 19.5 Reporting Fraud, Waste, or Abuse.** The USDOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:

USDOT Inspector General
1200 New Jersey Ave SE
West Bldg., 7th Floor
Washington, DC 20590
Email: hotline@oig.dot.gov
Web: <http://www.oig.dot.gov/Hotline>

ARTICLE 20 - MANDATORY AWARD INFORMATION

- 20.1 Information Contained In a Federal Award.** For 2 C.F.R. 200.211:

- (a) the “Federal Award Date” is the date of this agreement, as defined under section 22.2;
- (b) the “Assistance Listings Number” is 20.708 and the “Assistance Listings Title” is “Natural Gas Distribution Infrastructure Safety and Modernization Grant Program”; and
- (c) this award is not for research and development.

- 20.2 Federal Award Identification Number.** The Federal Award Identification number is set forth in PHMSA’s Assistance Agreement Box 1, Award No.

- 20.3 Recipient’s Unique Entity Identifier.** The Recipient’s Unique Entity Identifier is defined in PHMSA’s Assistance Agreement.

ARTICLE 21 - CONSTRUCTION AND DEFINITIONS

- 21.1 Incorporation by Reference.** This agreement incorporates the following documents by reference:

- (1) The Recipient’s Initial Application (as defined in Section 21.4), and if a Final Application was submitted, the Recipient’s Final Application (as defined in Section 21.4);
- (2) The Recipient’s signed Standard Forms 424 and 424C pertaining to this project;

PHMSA FY23 NGDISM Grant Terms and Conditions

- (3) The Recipient's signed USDOT Standard Title VI Assurances;
- (4) The Recipient's signed Certification Regarding Lobbying;
- (5) The PHMSA-approved NEPA Document pertaining to this Project;
- (6) The Recipient's Indirect Cost Rate Proposal (if applicable); and
- (7) The "PHMSA Assistance Agreement" document.

21.2 Construction.

- (a) In these General Terms and Conditions, unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions; and,
- (b) If a provision in the Recipient's Initial and/or Final Application conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

21.3 Integration. This agreement and all documents incorporated by reference herein or included as part of this grant award package constitute the entire agreement of the parties relating to the NGDISM Program and awards under that program for the Project and supersede any previous agreements, oral or written, relating to the NGDISM Program and awards under that program for the Project.

21.4 Definitions. In this agreement, the following definitions apply:

"General Terms and Conditions" means this document, including articles 1–22.

"NGDISM Grant" means an award of funds that were made available under the Natural Gas Distribution Infrastructure Safety and Modernization NOFO.

"Initial Application" means the application submitted by the Recipient via Grants.gov prior to the close of the Fiscal Year 2023 NGDISM Notice of Funding Opportunity.

"Final Application" means the application submitted by the Recipient to PHMSA, at PHMSA's request, after the close of the Fiscal Year 2023 NGDISM Notice of Funding Opportunity.

"Program Statute" means the section titled "Natural Gas Distribution Infrastructure Safety and Modernization Grant Program" in Division J of the Infrastructure Investment and Jobs Act, Public Law 117-58.

PHMSA FY23 NGDISM Grant Terms and Conditions

“Project” means the project described in the Final Application, as modified by the negotiated provisions of this agreement.

ARTICLE 22 - AGREEMENT EXECUTION AND EFFECTIVE DATE

- 22.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 22.2 Effective Date.** The agreement will become effective when all parties have signed PHMSA’s Assistance Agreement. The date of this agreement will be the date PHMSA’s Assistance Agreement is signed by the last party to sign it. This instrument constitutes an NGDISM Grant when PHMSA’s authorized representative signs PHMSA’s Assistance Agreement.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

The City of Pensacola, Florida

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:
 * Last Name: Suffix:
 * Title:

* SIGNATURE:

* DATE:



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-862

City Council

7/17/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-45 - PENSACOLA ENERGY - AWARD OF PIPELINE HAZARDOUS MATERIALS SAFETY ADMINISTRATION (PHMSA) GRANT NO. 693JK32540107NGDI - GRANT FOR NATURAL GAS PIPELINE REPLACEMENT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-45.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods.

U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) Grant funds in the amount of \$10,076,858 will be utilized to replace 14.7 miles of bare steel natural gas main in the two disadvantaged areas of Greenhut Court and Peachtree Park. Funding, conditioned upon full compliance with the National Environmental Policy Act, will be used for engineering, community awareness, project management, inspection of work, site restoration, and the installation of replacement pipes and meters, including labor and materials.

PRIOR ACTION:

Acceptance of grant award for PHMSA Grant No. 693JK32540107NGDI - Natural Gas Pipeline Replacement

FUNDING:

Budget:

\$6,000,744 Funding needed for Greenhut Court Project costs

\$4,076,114 Funding needed for Peachtree Park Project costs

\$10,076,858 Total funding needed

Actual:

\$10,076,858.00 US DOT PHMSA supplied funding for all project costs

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of \$10,076,858.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Tim Kinsella, City Administrator

Amy Miller, Deputy City Administrator

Darryl Singleton, Director of Pensacola Energy and Sanitation Services

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-45
2. Supplemental Budget Explanation No. 2025-45

PRESENTATION: No

**RESOLUTION
NO. 2025-45**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. PENSACOLA ENERGY FUND

To:	Federal Grants	10,076,858
As Reads	Operating Expenses	41,492,275
To:		
Reads	Operating Expenses	51,569,133

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 2025 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA ENERGY - AWARD OF PHMSA GRANT NO. 693JK32540107NGDI - GRANT FOR NATURAL GAS PIPELINE REPLACEMENT - RES NO. 2025-45

FUND	AMOUNT	DESCRIPTION
PENSACOLA ENERGY FUND		
Estimated Revenues		
Federal Grants	10,076,858	Appropriate for Federal Grants
Total Revenues	<u>10,076,858</u>	
Appropriations		
Operating Expenses	10,076,858	Increase appropriation for Operating Expenses
Total Appropriations	<u>10,076,858</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-672

City Council

7/17/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-35 - ACCEPTANCE OF FUNDS FROM AN INTERLOCAL COST-SHARING AGREEMENT BETWEEN THE CITY OF PENSACOLA AND EMERALD COAST UTILITIES AUTHORITY (ECUA) FOR THE MAIN STREET FLOODING AND ADAPTATION/BARRANCAS AVENUE DRAINAGE IMPROVEMENTS PROJECT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-35;

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

This action will advance City of Pensacola Strategic Plan Goal #4: Resilient Waterfront & Neighborhoods.

City Council is being asked to adopt a supplemental budget resolution accepting \$300,000.00 through an Interlocal Cost-Sharing Agreement between the City of Pensacola and Emerald Coast Utilities Authority.

The City, by execution of this interlocal agreement, will use its selected contractor to install ECUA-owned infrastructure. The City will pay all the fees and costs associated with the construction of this cooperative project. ECUA shall reimburse the City.

PRIOR ACTION:

November 14, 2024 - City Council approved an Interlocal Cost-Sharing Agreement with ECUA

to receive \$300,000.00 to be used toward the Main Street Flooding and Adaptation and Barrancas Avenue Drainage Improvements Project.

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the \$300,000 contribution from ECUA to fund the installation of ECUA-owned infrastructure.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator

Amy Tootle, PE, Director of Public Works & Engineering

ATTACHMENTS:

1. ECUA Interlocal
2. Supplemental Budget Resolution No. 2025-35
3. Supplemental Budget Explanation No. 2025-35

PRESENTATION: No

STATE OF FLORIDA
CITY OF PENSACOLA

INTERLOCAL COST-SHARING AGREEMENT
Barrancas and B Street Stormwater and Sanitary Sewer Improvements

THIS INTERLOCAL COST-SHARING AGREEMENT (hereinafter the "Agreement") is made and entered into as of the 13th day of February, ~~2024~~, ²⁰²⁵, by and between the CITY OF PENSACOLA, a political subdivision of the State of Florida, whose address is 222 W. Main Street, Pensacola, Florida 32502 (hereinafter "City"), and the EMERALD COAST UTILITIES AUTHORITY, an independent special district created by the Laws of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (hereinafter "ECUA") (City and ECUA referred to each individually as a "Party" and collectively the "Parties").

W I T N E S S E T H:

WHEREAS, the City and ECUA are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, ECUA provides sanitary sewer service in certain defined areas in Escambia County, Florida; and

WHEREAS, the City is responsible for storm water drainage and roadway facilities in the City of Pensacola, Florida; and

WHEREAS, the City is planning to address storm water drainage and roadway facility needs along Barrancas Avenue, between L Street and Government Street, and along B Street between Garden Street and Gimble Street, in Pensacola, Florida (hereinafter the "City Project" or the "Drainage and Roadway System Improvements"); and

WHEREAS, ECUA has an existing fourteen-inch cast iron force main crossing Barrancas Avenue at Main Street in Pensacola, Florida; and

WHEREAS, ECUA has identified a need to replace both its existing fourteen-inch force main crossing Barrancas Avenue in Pensacola, Florida with a twenty-four inch PVC gravity sewer main, as well as an existing 8-inch gravity sewer main on B street between Main Street and Zarragossa Street that is failing and in need of replacement (hereinafter the "ECUA Project" or the "Sewer Main Improvements") (the City Project and the ECUA Project collectively referred to at times as the "Projects"); and

WHEREAS, both ECUA and the City have budgeted funds to conduct the needed work along Barrancas Avenue and B Street; and

WHEREAS, the Parties recognize that two construction Projects being performed in the same geographical area at different times would be more disruptive than a single combined project in which sanitary sewer collection, drainage, and roadway improvements were addressed simultaneously; and

WHEREAS, the Parties further recognize that certain economies of scale can be achieved by combining the Projects rather than designing and constructing them separately; and

WHEREAS, ECUA requested the City include the ECUA Project within the City's project scope for the City Project; and

WHEREAS, the City agreed to this request (the combined ECUA Project and City Project are hereinafter the "Cooperative Project"); and

WHEREAS, the City's contracts for the completion of the Cooperative Project will include construction services for the ECUA Project and the City Project; and

WHEREAS, ECUA has agreed to pay 100% of the fees and costs from the Cooperative Project attributable to the ECUA Project.

NOW THEREFORE, in consideration of mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Recitals. The above recitals are true and correct and are incorporated in this Agreement as fully as if set forth herein.

2. Entry into Contract(s). The City will enter into contract(s) to construct the Cooperative Project, which will serve both Parties. ECUA shall be identified as a third-party beneficiary with respect to any contract(s) related to the Sewer Main Improvements and all warranties related to those contracts shall inure to the benefit of the ECUA. The City will also administer the contract(s), with input and guidance from ECUA regarding the Sewer Main Improvements' components.

3. Cost Sharing. The City will pay all of the fees and costs associated with constructing the Cooperative Project and shall copy ECUA with evidence of payment. However, starting with the issuance of the notice to proceed to the awarded contractor(s), ECUA shall reimburse the City one hundred percent (**100%**) of the associated costs incurred as part of the Sewer Main Improvements' aspects of the Cooperative Project, within thirty (30) days of ECUA's receipt of such invoice from the City. ECUA's estimated reimbursement responsibility is \$293,024 for the Cooperative Project ("Contribution Amount"). This paragraph shall survive expiration or termination of this Agreement.

4. Change Orders. The Parties, however, acknowledge that there may be change orders requiring cost adjustments in the event certain unforeseen conditions or charges arise. The City Engineer, or designee, shall have the right to approve any requested change orders submitted by the engineering-design firm or contractor(s) regarding the City Project's Drainage and Roadway System Improvements, subject to the concurrence of ECUA in the event the change impacts the Sewer Main Improvements. The ECUA Executive Director, shall have the right to approve any requested change orders submitted by the engineering-design firm or contractor(s) regarding the ECUA Sewer Main Improvements, subject to the concurrence of the City in the event the change impacts the Drainage and Roadway System Improvements. However, the maximum amount of change to the Contribution Amount under this Agreement shall be \$100,000, absent further action by the ECUA Board. The Parties' consent and concurrence contemplated by this Paragraph 4 shall not be unreasonably withheld, conditioned or delayed. This paragraph shall survive expiration or termination of this Agreement.

5. Notice and Contact:

a. All notices provided under or pursuant to this Agreement shall be in writing, either by hand, or mail, to the representatives named below, at the address below:

b. Name and contact information of the City's project manager:

Brad Hinote, P.E. City Engineer

City of Pensacola,

222 W. Main Street

Pensacola, FL 32502

Telephone: (850) 435 -1646

c. Name and contact information of ECUA's project manager:

Jacob Kearley, P.E., Manager of Utility Coordination

9255 Sturdevant Street

Pensacola, FL 32514

Telephone: (850) 969-3310

d. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, address, and telephone number of the new representative will be provided as outlined in Paragraph 5(a), above.

6. Plan Review and Inspection of Work. Both Parties shall have the right to review all plans drawings, schedules and physical improvements contemplated under this Agreement at any time during the Cooperative Project's construction process. ECUA shall provide an inspector to

validate and accept ("Acceptance") or reject said work in writing within two weeks of installation. The contractor shall not be notified that the work, or any portion thereof, is accepted until representatives from both Parties are in agreement prior to acceptance and sign-off as accepted of any work associated with the Cooperative Project. ECUA reserves the right to reasonably hold or stay the progress of work to allow the receipt of desired testing information without penalty. Upon Acceptance by ECUA, ECUA shall be deemed to accept the Sewer Main Improvements without representation or warranty from the City of any kind or nature, express or implied, including as to habitability, merchantability, or fitness for a particular purpose. Acceptance by ECUA shall constitute its acceptance of the Sewer Main Improvements from the City in their "as-is, where-is" condition, and, following Acceptance, ECUA will and hereby does release, indemnify and hold harmless the City from any and all loss, claim, or damage relating to the Sewer Main Improvements, including, without limitation, any and all loss, claim or damage relating to the construction or operation of the same. Nothing herein shall be deemed to waive or impair any rights of ECUA against any non-City counterparty to a contract to which ECUA has been named a third-party beneficiary pursuant to Paragraph 2 above.

7. Documentation of Work. The City agrees to fully document the completion of all said work associated with the Cooperative Project, in writing, by ensuring copies are provided to ECUA of all meeting notes, plans, design documentation, Certification of Completion, Record Drawings, and such other documentation as reasonably required by either Party.

8. Ownership and Maintenance. The City agrees that all design documentation concerning Drainage and Roadway System Improvements resulting from the work under this Agreement shall become the property of the City after the satisfactory completion of said design. ECUA agrees that all design documentation concerning the Sewer Main Improvements resulting from the work under this Agreement shall become the property of ECUA after the satisfactory completion of said design.

Upon completion of the Sewer Main Improvements, all Sewer Main Improvements will remain the property of ECUA. ECUA shall be responsible for maintaining and operating the all Sewer Main Improvements.

9. Liability. Subject to any claim of sovereign immunity, and as limited by Fla. Stat. § 768.28, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the City.

10. Term of Agreement. The obligations under this Agreement shall terminate upon the completion of the Cooperative Project contemplated under this Agreement and ECUA's having reimbursed the City for all costs for which it is responsible under Paragraphs 3 and 4 of this Agreement.

11. Termination. This Agreement may be terminated by either Party for cause, and only after the Party seeking termination has notified the other Party of the alleged default in writing and in accordance with Paragraph 5 and has provided the defaulting Party a reasonable opportunity to cure, which shall be no less than thirty (30) days' time.

12. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, contracts, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party shall give the first party written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the other Party may terminate this Agreement for cause.

13. Effective Date. This Agreement shall become binding on the Parties and effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The City shall be responsible for such filing.

14. Choice of Law; Venue. This Agreement and the interpretation and performance thereof shall be governed by the laws of the State of Florida, and any action arising out of or related to this Agreement shall be brought only in a court of appropriate jurisdiction in Escambia County, Florida.

15. Interpretation. Headings used throughout this Agreement are for the purpose of convenience only and no heading shall modify or be used to interpret the text of any paragraph. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.

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

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

accordance with this Agreement.

18. Amendment. This Agreement may be amended only by a written agreement signed by an authorized representative of each Party.

19. Authority to Contract. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned representatives, as of the date and year first written above.

EMERALD COAST UTILITIES AUTHORITY,
an independent special district created by the Laws
of Florida,

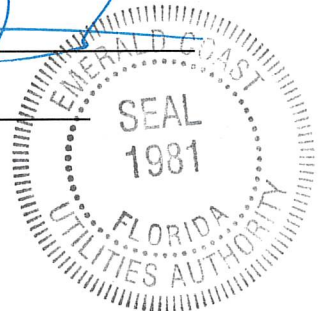
Vicki Ague
By: Board, Chair
VICKI CAMPBELL

ECUA Legal approval: [Signature]

Date: 11/19/24

ATTEST:

By: Amanda Minter
Secretary



CITY OF PENSACOLA, a Florida Municipal
Corporation acting by and through its duly
authorized City Council.

D. C. Reeves
By: D. C. Reeves, Mayor

ATTEST:

Date: 2/11/25

Trisha L. Burnett
CITY CLERK (Seal)

Legal in form and execution:

[Signature]
City Attorney



City of Pensacola

CITY COUNCIL

MINUTES

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

November 14, 2024

5:30 PM

City Council Chambers, 1st Floor

ROLL CALL

Council President Jones called the regular meeting to order at 5:32 P.M.

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

Council Members Absent: None

Also Present: Mayor D.C. Reeves

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Charles Bare

AWARDS

Mayor Reeves presented a proclamation to a representative from the Epilepsy Society of Northwest Florida recognizing November 2024 as *Epilepsy Awareness Month*.

Council President Jones and Mayor Reeves recognized and presented Brian Wilson (along with his family) with a *Community Service Award* for cleaning the Blake Doyle Skatepark nearly every day (between 4am-5am) since it opened.

FIRST LEROY BOYD FORUM

Ken Pyle: Addressed Council regarding issues of homelessness and suggested the City act to build a low-barrier shelter. He referenced a model from another city where he previously lived.

APPROVAL OF MINUTES

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

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

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

APPROVAL OF AGENDA

Council President Jones referenced Item 10, 24-1033 - *Appointments - Parks and Recreation Board* and indicated that one of the nominees (Sam Young) has requested to withdraw his name from consideration. Therefore, the item is eligible to be moved from the regular agenda to the consent agenda. *No objections.*

A motion to approve the agenda as amended was made by Council Member Patton and seconded by Council Member Bare.

The motion passed by the following vote:

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

CONSENT AGENDA

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

Recommendation: That City Council award Bid No. 24-049, a Three (3) Year Contract for Underground Sediment Tank Cleaning Services to Ashton Mechanical, Inc. & Ranger Environmental Services, LLC of Creola, AL, the lowest and most responsible bidder with a base bid of \$245,920 per fiscal year. Further, that City Council authorize the Mayor to take the actions necessary to execute and

administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. 24-1033 APPOINTMENTS - PARKS AND RECREATION BOARD

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

*As indicated during approval of the agenda, Sam Young withdrew his name from consideration with two (2) nominees for two (2) positions remaining. **In moving***

this item to the consent agenda, Council approved the following action: That City Council appoint to the Parks and Recreation Board the following individuals: Justine Williams Roper to fill an unexpired term ending March 31, 2025; and Bradley Boes to fill an unexpired term ending March 31, 2026.

A motion to approve consent agenda items 2, 3, 4, 5, 6, 7, 8, 9, and 10 was made by Council Member Brahier and seconded by Council Member Bare.

The motion passed by the following vote:

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

REGULAR AGENDA

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

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

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

Mayor Reeves (sponsor) addressed Council regarding the intention and importance of developing this project and providing amenities for the neighborhood. Some discussion took place with Mayor Reeves and Urban Design Specialist Bennett fielding comments and questions.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

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

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

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

the amount of \$67,659.36 for a total price of \$913,401.36. Further, the City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

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

Mayor Reeves indicated that although he is the sponsor of this item, he is concerned about the cost of constructing a facility under 1,000 square feet at an amount well over \$800,000, and wants to hear from Council. Discussion ensued among Council with Mayor Reeves, Deputy City Administrator Forte, and Special Assistant to Council Executive McLellan responding accordingly to comments and questions.

Based on discussion, Council Member Brahier removed her motion and Council Member Wiggins removed his second. Mayor Reeves withdrew the item.

Withdrawn.

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

Recommendation: That City Council approve the acceptance of grant funds, in the amount of \$122,770.00, from the Department of Energy's Energy and Efficiency Conservation Block Grant Program, Grant No. IA-0000001061 for the Bayview Community Resource Center Solar Project. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

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

Council Member Wiggins asked about the location of the solar equipment with Deputy Administrator Forte responding accordingly.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

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

No: 0 None

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

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

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

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

The motion passed by the following vote:

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

No: 0 None

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

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

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

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

The motion passed by the following vote:

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

No: 0 None

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

Recommendation: That City Council award Bid No. 24-052, Main Street Flooding and Adaptation and Barrancas Avenue Drainage Improvements Project to Site & Utility, LLC of Pensacola, Florida, the lowest and most responsible bidder, with a base bid of \$5,826,427.15, plus Bid Alternates of \$540,194.50, plus a 10% contingency of \$636,662.17, for a project total of \$7,003,283.82. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Finally, that City Council adopt a supplemental budget resolution advancing the FY 2026 Pine Street Outfall Project and shifting the balance of the "L" Street to Kiwanis Park project to this project.

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

Mayor Reeves (sponsor) thanked City staff for their work on this project.

There being no discussion, the vote was called.

The motion passed by the following vote:

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

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

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

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

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

The motion passed by the following vote:

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

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

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

AN ORDINANCE AMENDING SECTION 10-4-17 OF THE CODE OF THE CITY OF PENSACOLA ENTITLED: "SCHEDULE OF RATES AND CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. **(Ordinance No. 12-24)**

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

The motion passed by the following vote:

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

COUNCIL EXECUTIVE'S REPORT

Council Executive Kraher reminded Council Members the deadline to turn in nominations for appointment of Council President and Vice President are due tomorrow at 12 noon. He also noted and thanked City staff for improvements and adjustments made to the lighting in Council Chambers.

City Attorney Cobb formally requested that City Council schedule a special meeting preceding the next regular meeting on December 12th, which will be held outside-of-the-Sunshine to discuss litigation.

MAYOR'S COMMUNICATION

Mayor Reeves addressed Council regarding: 1) *Strive to Thrive - Pensacola 2035 Strategic Plan*; 2) celebration of 200th Anniversary of the City of Tallahassee; 3) Grand Opening of Bruce Beach Phase 2; 4) Groundbreaking on construction of *Hotel Tristan* being built in the East Garden District; and 5) provided formal invitations to City Council Members to attend weekly press conferences.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Some Council Members made comments regarding the re-election of City Council (districts 1, 3, 5, and 7).

Council Member Wiggins mentioned City Council being nominated for CivicCon's *Government Transparency Award*.

Council Member Patton made follow-up remarks regarding the grand opening of Bruce Beach Phase 2 and expressed interest in the Mayor's office coordinating such events with Council Members to allow for representation and celebration of

various projects and initiatives.

Council Member Broughton thanked everyone for sending her condolences on the recent passing of her father.

SECOND LEROY BOYD FORUM

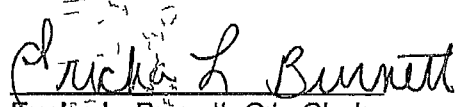
Courtney Clanton: President of 100 Black Men of Pensacola thanked Council Member Wiggins for his continuous support and provided a brief update on their mentoring activities.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 6 40 P M

Adopted December 12, 2024

Approved 
President of City Council

Attest

Enoka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-995

Agenda Conference

11/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR:

SUBJECT:

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

RECOMMENDATION:

That City Council award Bid No. 24-052, Main Street Flooding and Adaptation and Barrancas Avenue Drainage Improvements Project to Site & Utility, LLC of Pensacola, Florida, the lowest and most responsible bidder, with a base bid of \$5,826,427.15, plus Bid Alternates of \$540,194.50, plus a 10% contingency of \$636,662.17, for a project total of \$7,003,283.82. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution advancing the FY 2026 Pine Street Outfall Project and shifting the balance of the "L" Street to Kiwanis Park project to this project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This bid is the result of merging two funded projects, the Main Street Flooding and Adaptation project and the Barrancas Avenue Drainage Improvements Project.

This project is intended to improve stormwater drainage along Main Street from C Street to A Street and on B Street from Garden Street south to Gimble Street. Work will include installation of a new stormwater collection and conveyance system to send water to Pensacola Bay. There are 1,688 parcels within the stormwater basin for which this project will provide a positive benefit. In addition, a stormwater treatment device will be installed to collect and treat the water prior to discharge. Finally, sidewalks will be installed on both sides of B Street and the intersection of B Street and Government Street will be modified to improve walkability and pedestrian safety.

Upon City Council approval, funding in the amount of \$205,223 from the former L Street and Kiwanis Park Project will be shifted to this project and \$1,478,200 will be appropriated from

fiscal year 2026 and will be combined to provide the additional funding needed for this project.

PRIOR ACTION:

August 12, 2021 – City Council adopted Supplemental Budget Resolution No. 2021-49 accepting grant funds from the American Rescue Plan Act

September 15, 2021 - City Council appropriated funds within the Stormwater Capital Projects Fund with the adoption of the FY 2022 Budget.

September 14, 2022 - City Council appropriated funds within the Stormwater Capital Projects Fund with the adoption of the FY 2023 Budget.

May 25, 2023 – City Council adopted Supplemental Budget Resolution No. 2023-044 accepting grant funds from Resilient Florida

FUNDING:

Budget:

Barrancas	\$ 393,400.00	Stormwater Capital Projects Fund - Barrancas Avenue - "E" Street to "L" Street project
	205,223.00	Stormwater Capital Projects Fund - "L" Street to Kiwanis Park project
	600,000.00	ARPA Funds
	500,000.00	Green Stormwater Grant
	300,000.00	ECUA Contribution through Interlocal Agreement
	<u>\$1,998,623.00</u>	Sub-Total Barrancas Avenue Drainage Improvements Project
Main Street	\$ 225,000.00	Stormwater Capital Projects Fund - Main and "G" Streets Infrastructure Improvements
	1,000,000.00	Stormwater Capital Projects Fund - Pine Street Outfall - FY 25 Funding
	1,478,200.00	Stormwater Capital Projects Fund - Pine Street Outfall - FY 26 Funding Advanced
	1,679,003.00	ARPA Funds
	<u>1,991,000.00</u>	Resilient Florida Grant Program Funds
	<u>\$6,373,203.00</u>	Total Funds Available for Main Street Flooding and Adaptation Project
	\$8,371,826.00	TOTAL Combined Budget Available for Project
Actual:	\$ 954,545.00	Base Bid - Barrancas Avenue Drainage Improvements Project
	99,575.00	Bid Alternate 1 - Barrancas Avenue Drainage Improvements Project
	217,024.00	Bid Alternate 2 - Barrancas Avenue Drainage Improvements

	Project
127,114.40	Required 10% Contingency - Barrancas Avenue Drainage Improvements Project
262,672.30	Engineering Allocation Estimate - Barrancas Avenue Drainage Improvements Project
35,673.80	Geotechnical Testing
41,470.85	Miscellaneous
<u>\$1,738,075.35</u>	SUBTOTAL - Barrancase Avenue Drainage Improvements Project
Actual: \$4,871,882.15	Base Bid - Main Street Flooding and Adaptation Project
147,595.50	Bid Alternate 1 - Main Street Flooding and Adaptation Project
76,000.00	Bid Alternate 2 - Main Street Flooding and Adaptation Project
509,547.77	Required 10% Contingency - Main Street Flooding and Adaptation Project
397,323.10	Engineering Allocation Estimate - Main Street Flooding and Adaptation Project
<u>61,108.48</u>	Geotechnical Testing - Main Street Flooding and Adaptation Project
<u>\$6,063,457.00</u>	SUBTOTAL - Main Street Flooding and Adaptation Project
<u>\$7,801,532.35</u>	TOTAL - COMBINED PROJECTS

FINANCIAL IMPACT:

A total appropriation of \$8,371,826 is available between the Stormwater Capital Projects Fund, the American Rescue Plans Fund, the Green Stormwater Initiatives Grant Funds, and the Resilient Florida Grant Funds. These funds have been deemed sufficient to award this bid and complete the project. Upon final completion of this project, any remaining funds will be placed back in the Stormwater Vaults City-Wide account within the Stormwater Capital Projects Fund. Adoption of the supplemental budget resolution will advance the Pine Street funds from FY 2026 and will shift the remaining balance of the "L" Street to Kiwanis Street project within the Stormwater Capital Projects Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

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

ATTACHMENTS:

1. Bid Tabulation
2. Interlocal Cost-Sharing Agreement

PRESENTATION: No

TABULATION OF BIDS

BID NO: 24-027**TITLE: MAIN STREET FLOODING AND ADAPTATION PROJECT
& BARRANCAS AVENUE DRAINAGE IMPROVEMENTS PROJECT**

Submittals Due:**10/07/24, 2:30 P.M.****Department:****Engineering**

**SITE & UTILITY,
LLC****Pensacola, FL**

Barrancas Base Bid \$954,545.00**Barrancas Alternate 1** \$99,575.00**Barrancas Alternate 2** \$217,024.00**Barrancas Base + Alts****\$1,271,144.00****Main St Base Bid** \$4,871,882.15**Main St Alternate 1** \$147,595.50**Main St Alternate 2** \$76,000.00**Main St Base + Alts****\$5,095,477.65**

STATE OF FLORIDA
CITY OF PENSACOLA

INTERLOCAL COST-SHARING AGREEMENT
Barrancas and B Street Stormwater and Sanitary Sewer Improvements

THIS INTERLOCAL COST-SHARING AGREEMENT (hereinafter the "Agreement") is made and entered into as of the _____ day of _____, 2024, by and between the City of Pensacola, a political subdivision of the State of Florida and Escambia County, whose address is _____ (hereinafter "City"), and the EMERALD COAST UTILITIES AUTHORITY, an independent special district created by the Laws of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (hereinafter "ECUA") (City and ECUA referred to each individually as a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the City of Pensacola and ECUA are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, ECUA provides sanitary sewer service in certain defined areas in Escambia County, Florida; and

WHEREAS, the City is responsible for storm water drainage and roadway facilities in the City of Pensacola, Florida; and

WHEREAS, the City is planning to address storm water drainage and roadway facility needs along Barrancas Avenue, between L Street and Government Street, and along B Street between Garden Street and Gimble Street, in Pensacola, Florida (hereinafter the "City Project" or the "Drainage and Roadway System Improvements"); and

WHEREAS, ECUA has an existing fourteen-inch cast iron force main crossing Barrancas Avenue at Main Street in Pensacola, Florida; and

WHEREAS, ECUA has identified a need to replace both its existing fourteen-inch force main crossing Barrancas Avenue in Pensacola, Florida with a twenty-four inch PVC gravity sewer main, as well as an existing 8-inch gravity sewer main on B street between Main Street and Zarragossa Street that is failing and in need of replacement (hereinafter the "ECUA Project" or the "Sewer Main Improvement") (the City Project and the ECUA Project collectively referred to at times as the "Projects"); and

WHEREAS, both ECUA and the City have budgeted funds to conduct the needed work along Barrancas, Avenue and B Street; and

WHEREAS, the Parties recognize that two construction Projects being performed in the same geographical area at different times would be more disruptive than a single combined project in which sanitary sewer collection, drainage, and roadway improvements were addressed simultaneously (hereinafter the "Cooperative Project"); and

WHEREAS, the Parties further recognize that certain economies of scale can be achieved by combining the Projects rather than designing and constructing them separately; and

WHEREAS, ECUA requested the City include the ECUA Project within the City's project scope for the City Project; and

WHEREAS, the City agreed to this request; and

WHEREAS, the City's contracts for the completion of the Cooperative Project will include construction services for gravity sewer main replacement/installation for ECUA and drainage/roadway improvements for the City; and

WHEREAS, ECUA has agreed to pay 100% of the costs attributed to installing the sewer main for the ECUA Project; and

NOW THEREFORE, in consideration of mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Recitals. The above recitals are true and correct, and are incorporated in this Agreement as fully as if set forth herein.

2. Entry into Contract(s). The City will enter into contract/s to construct the Cooperative Project, which will serve both Parties. ECUA shall be identified as a third-party beneficiary with respect to any contracts related to the Sewer Main Improvements and all warranties related to those contracts shall inure to the benefit of the ECUA. The City will also administer the contract(s), with input and guidance from ECUA regarding the Sewer Main Improvements' components.

3. Cost Sharing. The City will pay all of the costs associated with constructing the referenced aspects of the Cooperative Project, and shall copy ECUA with evidence of payment. However, starting with the issuance of the notice to proceed to the awarded contractor(s), ECUA shall reimburse the City one hundred percent (**100%**) of the associated costs incurred as part of the Sewer Main Improvement aspects of the Cooperative project, within thirty (30) days of ECUA's receipt of such invoice from the City. The Bid totals associated with the Sewer Main Improvement aspects of these projects is \$293,024 making ECUA's estimated reimbursement responsibility to be \$293,024 for the project ("Contribution Amount"). In no event shall the ECUA's reimbursement obligation exceed the Contribution Amount absent further action by ECUA's Executive Director

for amount increases not exceeding \$100,000.

4. Change Orders. The Parties, however, acknowledge that there may be change orders requiring cost adjustments in the event certain unforeseen conditions or charges arise. The City Engineer, or designee, shall have the right to approve any requested change orders submitted by the engineering-design firm or contractor(s) regarding the City Project's drainage, roadway, and pedestrian improvements, subject to the concurrence of ECUA in the event the change impacts the Sewer Main Improvements aspects of the Cooperative Project. However, the maximum amount of change order(s) from ECUA for Sewer Main Improvements under this Agreement shall be \$100,000, absent further action by the ECUA Board.

5. Notice and Contact:

a. All notices provided under or pursuant to this Agreement shall be in writing, either by hand, or mail, to the representatives named below, at the address below:

b. Name and contact information of the City's project manager:

Brad Hinote, P.E. City Engineer

City of Pensacola,

222 W. Main Street

Pensacola, FL 32502

Telephone: (850) 435 -1646

c. Name and contact information of ECUA's project manager:

Jacob Kearley, P.E., Manager of Utility Coordination

9255 Sturdevant Street

Pensacola, FL 32514

Telephone: (850) 969-3310

d. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, address, and telephone number of the new representative will be provided as outlined in Paragraph 5(a), above.

6. Plan Review and Inspection of Work. Both Parties shall have the right to review all plans drawings, schedules and physical improvements contemplated under this Agreement at any time during the Cooperative Project's construction process. ECUA shall provide an inspector to validate and accept or reject said work within two weeks of installation and satisfactory completion of any desired acceptance testing. The Contractor shall not be notified that the work, or any portion thereof, is accepted until representatives from both Parties are in agreement prior to acceptance and sign-off as accepted of any work associated with the Cooperative Project. ECUA

reserves the right to hold or stay the progress of work to allow the receipt of desired testing information without penalty.

7. Documentation of Work. The City agrees to fully document the completion of all said work associated with the Cooperative Project, in writing, by ensuring copies are provided to ECUA of all meeting notes, plans, design documentation, Certification of Completion, Record Drawings, and such other documentation as reasonably required by either Party.

8. Ownership and Maintenance. The City agrees that all design documentation concerning Drainage and Roadway System Improvements resulting from the work under this Agreement shall become the property of the City after the satisfactory completion of said design. ECUA agrees that all design documentation concerning the Sewer Main Improvements resulting from the work under this Agreement shall become the property of ECUA after the satisfactory completion of said design.

Upon completion of the Sewer Main Improvements, all applicable sewer main improvements will remain the property of ECUA. ECUA shall be responsible maintaining and operating the applicable sewer system improvements.

9. Liability. Subject to any claim of sovereign immunity, and as limited by Fla. Stat. § 768.28, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the City.

10. Term of Agreement. The obligations under this Agreement shall terminate upon the completion of the Cooperative Project contemplated under this Agreement and ECUA's having reimbursed the City for all costs for which it is responsible under Paragraphs 3 and 4 of this Agreement, above, barring any warranty issues.

11. Termination. This Agreement may be terminated by either Party for cause, and only after the Party seeking termination has notified the other Party of the alleged default in writing and in accordance with Paragraph 5, and has provided the defaulting Party a reasonable opportunity to cure, which shall be no less than thirty(30) days' time.

12. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, contracts, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party

shall give the first party written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the other Party may terminate this Agreement for cause.

13. Effective Date. This Agreement shall become binding on the Parties and effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The City shall be responsible for such filing.

14. Choice of Law; Venue. This Agreement and the interpretation and performance thereof shall be governed by the laws of the State of Florida, and any action arising out of or related to this Agreement shall be brought only in a court of appropriate jurisdiction in Escambia County, Florida.

15. Interpretation. Headings used throughout this Agreement are for the purpose of convenience only and no heading shall modify or be used to interpret the text of any paragraph. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.

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

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

18. Amendment. This Agreement may be amended only by a written agreement signed by an authorized representative of each Party.

19. Authority to Contract. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

20. Annual Appropriation: Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of either Party or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter, or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision

of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement; moreover, the Parties acknowledge that ECUA has no taxing power. Furthermore, pursuant to the requirements of Florida law and Chapter 3-3 of the Code of Ordinances of the City of Pensacola, the Parties' performance and obligations to fund this Agreement shall be contingent upon annual appropriations by the Parties' respective governing boards.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned representatives, as of the date and year first written above.

EMERALD COAST UTILITIES AUTHORITY,
an independent special district created by the Laws
of Florida,

By: Lois Benson, Chair

ECUA Legal approval: _____

Date: _____

ATTEST:

By: _____
Secretary

CITY OF PENSACOLA, a Florida Municipal
Corporation acting by and through its duly
authorized City Council.

By: D. C. Reeves, Mayor

ATTEST:

Date: _____

CITY CLERK (Seal)

Legal in form and execution:

City Attorney

**RESOLUTION
NO. 2025-35**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. STORMWATER CAPITAL FUND

To:	ECUA – Interlocal Agreement	300,000
As Reads	Capital Outlay	11,338,047
To:		
Reads	Capital Outlay	11,638,047

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 2025 - SUPPLEMENTAL BUDGET RESOLUTION - ACCEPTANCE OF INTERLOCAL COST SHARING AGREEMENT -ECUA- RES NO. 2025-35

FUND	AMOUNT	DESCRIPTION
STORMWATER CAPITAL FUND		
Estimated Revenues		
ECUA – Interlocal Agreement	300,000	Increase Appropriation for ECUA – Interlocal Agreement
Total Revenues	<u>300,000</u>	
Appropriations		
Capital Outlay	300,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>300,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-698

City Council

7/17/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-38 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-38.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016, details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing designates the use of Federal Law Enforcement Trust Funds.

The Pensacola Police Department (PPD) is requesting \$12,390.00 from the Law Enforcement Trust Fund (LETF) established by the City of Pensacola as a non-major special revenue fund and, as such, combining both state and federal confiscated funds into one accounting fund. The enhancement of relationships between law enforcement and the community promotes a safe and engaged community. The requested amount of \$12,390.00 will help fund the following:

The purchase of supplies in support of crime prevention, safe neighborhood, and community engagement. This will allow Pensacola Police Department to purchase PPD branded items as

giveaways and prizes at schools and community events that cultivate positive interactions and stimulation of relationships between law enforcement and community members. The purchased supplies will be used for the following, but not limited to, upcoming events: National Night Out, Pensacola Police Safe City Series, Blue Angels Homecoming Airshow, multiple Coffee with a Cop events, and multiple fall and winter community engagement events.

PRIOR ACTION:

None

FUNDING:

Budget:	\$12,390.00	
Actual:	\$140.00	Price is Right Plinko Game <i>(from Costco)</i>
	\$1,270.00	Custom PPD Blues Car Air Freshner <i>(from Promo by Cody McDonald)</i>
	\$8,780.00	Various Promotional Items <i>(from 4Imprint)</i>
	\$2,200.00	Die-cut PPD Badge Stickers <i>(from Digital Now)</i>
	\$12,390.00	TOTAL

FINANCIAL IMPACT:

The funds would be from the Law Enforcement Trust funds and will have no impact on the City's General Fund. The attached Supplemental Budget Resolution will appropriate for these purposes.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

5/21/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-38
2. Supplemental Budget Explanation No. 2025-38
3. Letter of Certification re Resolution No. 2025-38

PRESENTATION: No

**RESOLUTION
NO. 2025-38**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. LAW ENFORCEMENT TRUST FUND

	Fund Balance	5,675
To:	Fines & Forfeitures	6,715
As Reads:	Operating Expenses	86,924
Amended		
To Read:	Operating Expenses	99,314

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**JUNE 2025- SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2025-38**

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Estimated Revenues		
Fines & Forfeitures	6,715	Appropriate estimated revenue for Fines & Forfeitures
Total Revenues	6,715	
Fund Balance	5,675	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	12,390	
Appropriations		
Operating Expenses	12,390	Increase appropriation for Operating
Total Appropriations	12,390	

CITY OF PENSACOLA POLICE DEPARTMENT
Local Law Enforcement Trust Funds
Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055, as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

Item	Description of Requested Items	Amount
1	Plinko Game - Vendor: Costco	\$140
2	PPD Blues Car Air Freshners - Vendor: Promo by Cody McDonald	\$1,270
3	PPD Logo Promotional Items - Vendor: 4Imprint	\$8,780
4	Die-Cut PPD Badge Stickers - Vendor: Digital Now	\$2,200
Total Requested		\$12,390



Eric Randall, Chief of Police

5/22/25
Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-947

City Council

7/17/2025

RESOLUTION

SPONSOR: Jennifer Brahier, Council Member

SUBJECT:

RESOLUTION NO. 2025-46 - A RESOLUTION OPPOSING THE INCLUSION OF NEW OFFSHORE OIL AND GAS LEASING OFF THE COAST OF FLORIDA IN THE NATIONAL OUTER CONTINENTAL SHELF OIL AND GAS LEASING PROGRAM

RECOMMENDATION:

That City Council adopt Resolution No. 2025-46:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, OPPOSING THE INCLUSION OF NEW OFFSHORE OIL AND GAS LEASING OFF THE COAST OF FLORIDA IN THE NATIONAL OUTER CONTINENTAL SHELF OIL AND GAS LEASING PROGRAM

HEARING REQUIRED: No Hearing Required

SUMMARY:

Offshore oil and gas exploration, development and drilling carry inherent risks, including oil spills, leaks, habitat destruction and pollution, which could cause significant, long-term harm to our coastal economy, natural resources and way of life. Seismic air gun blasting used in offshore oil and gas exploration poses a significant threat to marine life. The ecological damage caused by seismic testing undermines the health of marine ecosystems and directly threatens industries such as commercial and recreational fishing that depend on robust marine populations.

The Bureau of Ocean Energy Management (BOEM) is developing the 11th National Outer Continental Shelf Oil and Gas Leasing Program and has requested public input on whether to include new offshore leasing areas. BOEM has announced that the entire Gulf of America, including the Eastern Gulf of Florida, is under consideration for offshore drilling.

The protection of our coastal environment and economy should be a priority for the City of Pensacola, and the long-term well-being of our community outweighs the short-term benefits that expanded offshore drilling might offer to the oil and gas industry.

Background on Department of Interior (BOEM) Proposed Five-Year Plan

- The Trump administration recently [announced their plans](#) to develop a new schedule for offshore oil and gas lease sales off every coast of the United States that could drastically increase the number of lease sales held over the next four years. This could lead to more offshore drilling near the Gulf Coast of Florida.
- These lease sales are called Five-Year Plans, as they outline the terms of offshore drilling leases over a five -year period. We are currently operating under the 2024 – 2029 Five-Year Plan, which specifies three lease sales over that time period.
- This is the lowest number of leases ever offered in a Five-Year Plan, representing a gradual transition toward cleaner oceans and beaches. Nearly one million comments and petitions were submitted to the Biden administration calling for an end to new offshore drilling before the release of the final Five-Year Plan.
- During this first stage of the national planning process there will be a 45-day public comment period (comments due June 16), and the entire U.S. outer continental shelf is open to consideration for drilling, including currently restricted areas. While the administration acknowledges that some areas have been placed off limits to drilling in the past, they say in their announcement that President Trump or Congress could act to open those areas up, so they are considering them. That means that everywhere is on the table and at risk.
- In 2020, the existing eastern Gulf of Florida (Federal waters nine miles offshore and beyond) moratorium was extended by President Trump through 2022. In January 2025, President Biden made President Trump’s moratorium permanent, which was rescinded later that month by President Trump (though that action is being litigated against).
- The oil and gas industry [already has more than 12 million acres](#) of federal waters under lease, and less than 20% of that acreage has started producing oil as of December 2024.
- Expanding drilling in the Gulf puts Florida’s beaches at risk of another Deepwater Horizon-type spill, which cost over \$60 billion in cleanup and economic damages—much of it paid for by taxpayers—and caused so much environmental and public health damage that local communities are still dealing with the consequences 15 years later. The Deepwater Horizon rig was located off Louisiana, but still brought terrible economic and environmental impacts to Florida’s Gulf beaches.
- Industry is increasingly interested in leases in deep and ultra-deepwater areas (greater than 5,000 feet) where conditions are difficult and technologies are newer – making production extremely risky.
- Oil industry jobs are gradually declining, as over the past decade the U.S. oil industry pumped out [60 percent more oil a day with 40 percent fewer workers](#).
- No matter who is in the White House, one thing remains true: Americans want to protect U.S. coastlines. [A 2024 poll](#) found strong support among Americans for protecting U.S. waters. Two-thirds of American voters (64%) support their elected officials protecting U.S. coastlines from new offshore drilling, with similar support among registered voters in coastal states (66%).
- Multiple research projects have found large declines in the abundance of offshore marine life in the Gulf since the BP disaster. One [recently released study](#) found that the occurrence of several species of whales and dolphins in the Gulf dropped dramatically

in the years following the BP disaster. Further, [Dr. Tracy Sutton](#), a researcher and associate professor in the Guy Harvey Oceanographic Center, Department of Marine and Environmental Sciences, and his team have [documented](#) a dramatic and continued decrease in many marine animals in the Gulf since the disaster, including persistent oil in eggs and fish. These declines range from 50% to 85%, and could have huge negative impacts on animals that feed on these species, such as whales and dolphins and popular offshore recreational fish species such as tuna and marlin.

PRIOR ACTION:

May 11, 2017 - City Council adopted Resolution No. 17-23 opposing offshore drilling.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

6/27/2025

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Resolution No. 2025-46

PRESENTATION: No

RESOLUTION
NO. 2025-46

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA, FLORIDA, OPPOSING THE INCLUSION OF
NEW OFFSHORE OIL AND GAS LEASING OFF THE COAST
OF FLORIDA IN THE NATIONAL OUTER CONTINENTAL
SHELF OIL AND GAS LEASING PROGRAM

WHEREAS, the City Council wishes to be a good steward of the coastal environment and its natural resources within the City's jurisdiction; and

WHEREAS, tourism is a major economic driver in Pensacola and clean water, healthy ecosystems, and an attractive coastal environment are vital to maintaining property values, sustaining local businesses, and ensuring the quality of life for residents and visitors alike; and

WHEREAS, offshore oil and gas exploration, development, and drilling carry inherent risks, including oil spills, leaks, habitat destruction, and pollution, which could cause significant, long-term harm to our coastal economy, natural resources, and way of life; and

WHEREAS, the 2010 Deepwater Horizon disaster reminded residents and businesses in Florida of the dangers of offshore drilling anywhere in the Gulf of America, as a rig off the coast of Louisiana caused \$2.04 billion in lost tourism industry output in northwest Florida alone, and \$17.2 billion in ecological damage to the Gulf and its wildlife that continues to this day; and

WHEREAS, seismic air gun blasting used in offshore oil and gas exploration poses a significant threat to marine life, including whales, dolphins, sea turtles, and fish stocks, by producing loud, repetitive underwater noise that can disrupt communication, navigation, reproduction, and foraging behavior; and

WHEREAS, the ecological damage caused by seismic testing undermines the health of marine ecosystems and directly threatens industries such as commercial and recreational fishing that depend on robust marine populations; and

WHEREAS, even the perception of environmental risk associated with offshore drilling can negatively impact tourism, investment, and business development in coastal areas; and

WHEREAS, the Department of Defense has long opposed offshore drilling off Florida due to its interference with testing and training in the Eglin Gulf Test Range, which the Department of Defense has called "an irreplaceable national asset"; and

WHEREAS, the Bureau of Ocean Energy Management (BOEM) is developing the 11th National Outer Continental Shelf Oil and Gas Leasing Program and has requested public input on whether to include new offshore leasing areas; and

WHEREAS, BOEM has announced that the entire Gulf of America, including the eastern Gulf of Florida, is under consideration for offshore drilling; and

WHEREAS, the protection of our coastal environment and economy is a priority for the City of Pensacola, and the long-term well-being of our community outweighs the short-term benefits that expanded offshore drilling might offer to the oil and gas industry; and

WHEREAS, the Pensacola City Council has issued multiple resolutions opposing offshore drilling off Florida dating back to at least 1990.

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

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

Section 2. The Pensacola City Council formally opposes the inclusion of any new offshore oil and gas leasing in the eastern Gulf of America off the coast of Florida in the 11th National Outer Continental Shelf Oil and Gas Leasing Program.

Section 3. The Pensacola City Council calls on our federal representatives in Congress to oppose efforts to expand offshore drilling near Florida and to support policies that protect our oceans, coasts, and the industries and communities that depend on them.

Section 4. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

City Clerk