City of Pensacola

City Council

Agenda

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

September 11, 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 Member Charles Bare

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 25-74 APPROVAL OF MINUTES: REGULAR MEETING DATED AUGUST 14, 2025 AND SPECIAL MEETING DATED SEPTEMBER 3, 2025

Recommendation: That City Council approve regular meeting minutes dated August 14, 2025 and special meeting minutes dated September 3, 2025.

Sponsors: Jared Moore, Council President

Attachments: *Draft: Regular Meeting Dated 8/14/2025*
Draft: Special Meeting Dated 09/03/2025

APPROVAL OF AGENDA

CONSENT AGENDA

2. 25-1082 APPROVAL OF LEASE AGREEMENT WITH STEEL PONY, LLC, FOR OSCEOLA GOLF COURSE RESTAURANT/EVENT SPACE

Recommendation: That City Council approve the lease agreement between the City of Pensacola and Steel Pony, LLC, to lease the restaurant/event space located at the Osceola Golf Course. 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:
Redline - Lease
Final Osceola Lease Agreement
Exhibit B - Osceola Lease Space Inventory
Osceola First Floor - Lease space
Osceola Basement level - Restaurant Lease Space
Parks & Rec Board Meeting Minutes July 15, 2025
Steel Pony Diner at Osceola Golf Course Menu Proposal
Eric Michael Resume
DRAFT- Unapproved Parks & Recreation Board Meeting Minutes August 19, 2025
Kyree Whitehead Resume

3. 25-1108 PENSACOLA INTERNATIONAL AIRPORT - UTILITY EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR SERVICE TO PROJECT TITAN ELEMENT 2 HANGAR 3

Recommendation: That City Council approve the utility easement agreement for underground utility lines installed by Florida Power & Light Company for service to Titan Element 2 Hangar 3. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer the utility easement agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments:
Easement Agreement with FP&L For Hanger 3
Easement Depiction with FP&L For Hanger 3

4. 25-1106 PROPOSED REVISIONS - PORT TARIFF NO. 5A

Recommendation: That City Council approve the proposed revisions to Port of Pensacola Tariff No. 5A. Further, that City Council authorize the Mayor to take those actions necessary to implement the revisions in accordance with the terms of the tariff and the Mayor’s Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments:
Revision – Port Tariff No. 5A (Effective October 1, 2025)
Revision – Port Tariff No. 5A (Effective October 1, 2025) PDF

5. 25-1096 AWARD OF CONTRACT BID NO. 25-033 - NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

Recommendation: That City Council award Bid No. 25-033, Natural Gas Pipeline Replacement at Market Street Station to Utility Services Co. Inc. of Gulf Breeze, Florida, the lowest and most responsible bidder with a base bid

of $430,655.54 plus a 10% contingency of $43,100 for a total of $473,755.54. 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*
Contract and Related Attachments

6. 25-1087 FISCAL YEAR 2025-2026 SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF UNDERSTANDING (MOU) - BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, AND THE CITY OF PENSACOLA POLICE DEPARTMENT

Recommendation: That City Council approve a Memorandum of Understanding between the Pensacola Police Department and The School Board of Escambia County for the purpose of providing School Resource Officers at Pensacola High School, Washington High School, and Workman Middle School in the City of Pensacola, Escambia County, Florida, for the Fiscal Year 2025-2026 in an amount not to exceed $529,521.72. 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: *Escambia Co School Board School Resource Officer Program MOU 2025-2026*

7. 25-1088 FISCAL YEAR 2025-2026 IN SUPPORT AND PARTNERSHIP OF SAFE SCHOOLS MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, AND THE PENSACOLA POLICE DEPARTMENT

Recommendation: That City Council approve the memorandum of understanding between the Pensacola Police Department and the School Board of Escambia County for the purpose of providing protection and safety to the students and staff at all School Board of Escambia County schools located in the City of Pensacola. 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: *Escambia Co. School Board Safe Schools Partnership MOU 2025-2026*

8. 25-1150 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

Recommendation: That City Council approve funding of $1,200 to the Dunmire Woods Neighborhood Association from the City Council Discretionary Funds for District 2.

Sponsors: Charles Bare, Council Member

Attachments: *None*

9. 25-1114 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of $1,000 to Family Promise of Escambia County, Inc. from the City Council Discretionary Funds for District 4.

Sponsors: Jared Moore, Council President

Attachments: *None*

10. 25-1180 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1

Recommendation: That City Council approve funding of $3,000 to Hope Above Fear, $3,000 to Hotel for Dogs & Cats and $3,000 to Manna Food Bank from the City Council Discretionary Funds for District 1.

Sponsors: Jennifer Brahier, Council Member

Attachments: *None*

REGULAR AGENDA

11. 25-1048 RESOLUTION NO. 2025-53 - REPLACING RESOLUTION NO. 2025-21 AIRPORT MASTER BOND RESOLUTION

Recommendation: That the City Council rescind Resolution No. 2025-21 and approve Resolution No. 2025-53 in conjunction with the Airport Master Bond Resolution (No. 59-88).

A RESOLUTION AMENDING, COMPILING AND RESTATING RESOLUTION NO. 59-88 OF THE CITY OF PENSACOLA, FLORIDA, WHICH AUTHORIZED THE ISSUANCE OF THE ISSUER'S AIRPORT REVENUE BONDS FOR THE PURPOSE OF FINANCING AND REFINANCING CAPITAL IMPROVEMENTS TO THE AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Resolution No 2025-53 Airport Bond Resolution*

12. 25-1103 PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 2025-37 - APPROVING A PLAN OF FINANCE AND ISSUANCE OF BOND NOT TO EXCEED $150,000,000 IN AGGREGATE PAR AMOUNT OF DEBT IN ONE OR MORE SERIES FOR PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986 TO FINANCE IMPROVEMENTS AT THE PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council hold a public hearing on September 11, 2025 regarding adoption of Resolution No. 2025-37 approving the issuance of Series 2025 Bonds to finance the 2025 Projects, pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986 to finance improvements at the Pensacola International Airport.

Sponsors: DC Reeves, Mayor

Attachments: *Resolution No. 2025-37*

13. 25-1104 RESOLUTION NO. 2025-37 - ISSUANCE OF BOND NOT TO EXCEED $150,000,000 IN AGGREGATE PAR AMOUNT OF DEBT IN ONE OR MORE SERIES FOR PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986 TO FINANCE IMPROVEMENTS AT THE PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council adopt Resolution No. 2025-37:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA WITH RESPECT TO APPROVING A PLAN OF FINANCE AND ISSUANCE OF NOT TO EXCEED $150,000,000 IN AGGREGATE PAR AMOUNT OF DEBT IN ONE OR MORE SERIES, FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

Sponsors: DC Reeves, Mayor

Attachments: *Resolution No. 2025-37*

14. 25-1110 SUPPLEMENTAL RESOLUTION NO. 2025-56 - AUTHORIZING THE ISSUANCE OF UP TO $150,000,000 IN BONDS TO FINANCE CERTAIN CAPITAL IMPROVEMENTS AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council adopt Resolution No. 2025-56.

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF PENSACOLA, FLORIDA OF AIRPORT REVENUE BONDS, SERIES 2025 (AMT), IN THE PRINCIPAL AMOUNT NOT TO EXCEED $150,000,000 TO FINANCE CERTAIN CAPITAL IMPROVEMENTS AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING FOR THE

PAYMENT THEREOF; ESTABLISHING CRITERIA FOR DETERMINING THE DATE, INTEREST RATES, INTEREST PAYMENT DATES, PROVISIONS FOR REDEMPTION AND MATURITY SCHEDULES FOR THE SERIES 2025 BONDS; APPROVING THE DELEGATION TO THE MAYOR TO AWARD THE SALE OF THE SERIES 2025 BONDS ON A NEGOTIATED BASIS AND APPROVING THE CONDITIONS AND CRITERIA OF SUCH SALE; DELEGATING TO THE MAYOR THE AUTHORITY TO APPROVE THE FORM OF AND EXECUTE ON BEHALF OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SALE OF THE SERIES 2025 BONDS; APPROVING THE FORM OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE MAYOR TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15C2-12; AUTHORIZING THE MAYOR TO APPROVE AND EXECUTE A FINAL OFFICIAL STATEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE; APPOINTING A PAYING AGENT AND REGISTRAR; AUTHORIZING THE USE OF A MUNICIPAL BOND INSURANCE POLICY; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH SERIES 2025 BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING AN EFFECTIVE DATE

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-56*
Preliminary Numbers -Pensacola Airport 2025 GARBs 8.5.25 FYE - DRAFT

15. 25-1105 PENSACOLA INTERNATIONAL AIRPORT – SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

Recommendation: That City Council approve the Airline Operating Agreement and Terminal Building Lease for signatory airlines setting forth the rights, privileges, and obligations for operating at Pensacola International Airport. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Airline Operating Agreement and Terminal Lease for each airline throughout the term, and to take the actions necessary relating to the finalization of the 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: *Airline Operating Agreement and Terminal Building Lease*

16. 25-1097 PUBLIC HEARING: REQUEST FOR FUTURE LAND USE AND ZONING MAP AMENDMENT - 2907 EAST LEE STREET

Recommendation: That City Council conduct a Public Hearing on September 11, 2025, to consider a request to amend the City's Future Land Use Map and Zoning Map for the property located at 2907 East Lee Street.

Sponsors: Jared Moore, Council President

Attachments:
Application_2907 E. Leee Street
DRAFT Planning Board Minutes August 12, 2025
Proposed Ordinance No. 16-25 FLUM
Proposed Ordinance No. 16-25 FLUM Business Impact Estimate
Proposed Ordinance No. 17-25 Zoning
Proposed Ordinance No. 17-25 Zoning Business Impact Estimate
2907 E. Lee Street Maps
Current FLU
Current Zoning
Proposed FLU
Proposed Zoning
Zoning Comparison Report
PROOF OF PUBLICATION

17. 25-1098 PROPOSED ORDINANCE NO. 16-25 - FUTURE LAND USE MAP AND AMENDMENT - 2907 EAST LEE STREET

Recommendation: That City Council approve Proposed Ordinance No. 16-25 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: Jared Moore, Council President

Attachments:
Proposed Ordinance No. 16-25
2907 E. Lee Street Maps
Business Impact Estimate
Application_2907 E. Leee Street
DRAFT Planning Board Minutes August 12, 2025
Current FLU
Proposed FLU

18. 25-1099 PROPOSED ORDINANCE NO. 17-25 - ZONING MAP AMENDMENT - 2907 EAST LEE STREET

Recommendation: That City Council approve Proposed Ordinance No. 17-25 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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Jared Moore, Council President

Attachments:
Proposed Ordinance No. 17-25
2907 E. Lee Street Maps
Business Impact Estimate
Application_2907 E. Leee Street
DRAFT Planning Board Minutes August 12, 2025
Current Zoning
Proposed Zoning

19. 25-960 PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE – CHAPTER 12-7. SUBDIVISIONS

Recommendation: That City Council conduct a public hearing on September 11, 2025, to consider the proposed amendment to Chapter 12-7 of the City's Land Development Code pertaining to the Subdivision approval process.

Sponsors: DC Reeves, Mayor

Attachments:
Proposed Ordinance No. 13-25
Proposed Ordinance No. 13-25 Business Impact Estimate
DRAFT Planning Board Minutes - 07.08.2025
PROOF OF PUBLICATION

20. 25-1006 PROPOSED ORDINANCE NO. 13-25 - AMENDMENT TO THE LAND DEVELOPMENT CODE – CHAPTER 12-7. SUBDIVISIONS

Recommendation: That City Council approve Proposed Ordinance No. 13-25 on first reading.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING TITLE XII - LAND DEVELOPMENT CODE; AMENDING CHAPTER 12-7, SUBDIVISIONS; TO PROVIDE FOR THE ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS AND TO DESIGNATE AN “ADMINISTRATIVE AUTHORITY” AND AN “ADMINISTRATIVE OFFICIAL” IN ACCORDANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 13-25*
Proposed Ordinance No. 13-25 Business Impact Estimate
DRAFT Planning Board Minutes - 07.08.2025

21. 25-1160 APPROVAL OF PALLET SHELTER LEASES - RE-ENTRY ALLIANCE OF PENSACOLA, INC. AND OFFENTSIVE CORP

Recommendation: That City Council approve the lease for Pallet PBC modular shelters with Re-Entry Alliance Pensacola, Inc. (REAP) and with Offentsive Corp, as resulting from the Non-Profit Partnership for Homeless Sheltering Services RFP administered in conjunction with the Homelessness Reduction Task Force. Also, that City Council authorize the Mayor to take actions necessary to execute and administer the leases, consistent with the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *City Attorney proposed additional lease language based on agenda conf discussion*
Re-Entry Alliance Pensacola - Pallet Shelter Lease
SunBiz - REAP - Aug 2025
REAP Pallet Shelter RFP Proposal
Offentsive - Pallet Shelter Lease
SunBiz - Offentsive - Aug 2025
Offentsive Corp - Pallet Shelter RFP Proposal

22. 25-891 ACCEPTANCE OF GRANT AGREEMENT - BAY BLUFFS PARK REVITALIZATION PROJECT

Recommendation: That City Council approve the acceptance and execution of the Florida Department of Environmental Protection Grant Agreement No. L2403 with the City of Pensacola and Conservation Florida, Inc. as co-grantees for the Bay Bluffs Park Revitalization Project in the amount of $2,200,000. Also, that City Council authorize the Mayor to execute and record, prior to the completion of the project, a Site Dedication of Bay Bluffs Park (Preserve) as an outdoor recreational site for the use and benefit of the general public, as a condition of the grant award. Finally, that the 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.

Sponsors: DC Reeves, Mayor

Attachments: *Grant Agreement No. L2403*
Site Dedication Template
Resolution No. 2024-103 adopted 01.16.2025

23. 25-951 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-47 - BAY BLUFFS

PARK REVITALIZATION GRANT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-47:

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. 2025-47*
Supplemental Budget Explanation No. 2025-47

24. 25-963 APPROVAL OF THE PENSACOLA POLICE DEPARTMENT AS A SUB-RECIPIENT OF THE FY2025 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DRUG ENFORCEMENT ADMINISTRATION (DEA) FEDERAL GRANT AWARD NO. HID0725G0534-00 IN THE AMOUNT OF $21,681.00.

Recommendation: That City Council approve the acceptance of the Pensacola Police Department as a sub-recipient in the amount of $21,681.00 from the FY2025 High Intensity Drug Trafficking Area (HIDTA) grant No. HID0725G0534-00 with the Santa Rosa County Sheriff's Office (SRCSO) being the fiscal agent on behalf of the Gulf Coast High Intensity Drug Trafficking Area for the Drug Enforcement Administration. 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: *Santa Rosa County Sheriff's Office (SRCSO) FY2025 HIDTA Sub-Award*
Supplemental Budget Resolution No. 2025-49
Supplemental Budget Explanation No. 2025-49

25. 25-962 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-49 - APPROPRIATING FUNDING IN CONNECTION WITH THE SUB-RECIPIENT AMOUNT OF $21,681.00 FROM THE FY2025 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DRUG ENFORCEMENT ADMINISTRATION (DEA) FEDERAL GRANT AWARD NO. HID0725G0534-00

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-49.

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. 2025-49*
Supplemental Budget Explanation No. 2025-49

26. 25-1035 PROPOSED ORDINANCE NO. 15-25 - AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA - CHAPTER 3-3 PURCHASING

Recommendation: That City Council approve Proposed Ordinance No. 15-25 on first reading:

AN ORDINANCE AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING PURCHASING, CHAPTER 3-3. IN GENERAL, ARTICLE I, SECTION 3-3-1, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES; CREATING SECTION 3-3-13, USE OF FEDERAL FUNDS IN PROCUREMENTS; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 15-25*
Business Impact Estimate Proposed Ordinance No. 15-25

27. 25-1079 APPROVAL TO USE FUNDS FROM THE TREE PLANTING TRUST FUND FOR FY26 PLANTINGS OF THE TREE CANOPY REVITALIZATION PROJECT -- REVISED

Recommendation: That the City Council authorize the transfer of $131,000 within the Tree Planting Trust Fund to plant and establish approximately 62 trees in the FY26 planting of the Tree Canopy Revitalization Project.

Sponsors: DC Reeves, Mayor

Attachments: *Update Presented to EAB - '25-26 Projects*

28. 25-1128 PROPOSED ORDINANCE NO. 14-25 - AMENDING SECTION 14-3-71 - OUTDOOR FIRES

Recommendation: That City Council adopt Proposed Ordinance 14-25 on second reading.

AN ORDINANCE AMENDING TITLE XIV OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING CHAPTER 14-3. FIRE CODES, ARTICLE IV PROHIBITED UNLAWFUL ACTS, SECTION 14-3-17, OUTDOOR FIRES; PROVIDING FOR SEVERABILITY,

REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor, Charles Bare, Council Member

Attachments: *Proposed Ordinance No. 14-25*
Business Impact Estimate
PROOF OF PUBLICATION

29. 25-1250 ADD- ON ITEM -- AMENDMENT TO THE BAPTIST LEGACY CAMPUS DONATION AGREEMENT BETWEEN BAPTIST HOSPITAL AND THE CITY OF PENSACOLA.

Recommendation: That City Council approve the first amendment to the Donation Agreement between Baptist Hospital and the City of Pensacola.

Sponsors: DC Reeves, Mayor

Attachments: *Donation Agreement - Baptist. (002)*
LegalFilesWeb3 (002)
LegalFilesWeb6 (002)
City of PCola--BHCI--PE 1st Amendment--09.08.25--DB

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

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

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

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further

information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

File #: 25-74 | City Council | 9/11/2025

MINUTES

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED AUGUST 14, 2025 AND SPECIAL MEETING DATED SEPTEMBER 3, 2025

ATTACHMENTS:

1. Draft: Regular Meeting Dated 8/14/2025
2. Draft: Special Meeting Dated 09/03/2025

City of Pensacola

CITY COUNCIL

MINUTES

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

August 14, 2025 | 5:30 PM | Council Chambers, 1st Floor

ROLL CALL

Council President Moore called the regular meeting to order at 5:32 P.M.

Council Members Present:	Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins
Council Members Absent:	Casey Jones
Also Present:	Mayor D.C. Reeves

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Vice President Allison Patton

FIRST LEROY BOYD FORUM

Joe Wade: Addressed Council referencing a quote he attributed to Development Services Director Morris regarding suburban land development code single-family detached dwelling zoning principles and recommendations reported by the City's consultant last year after a preliminary review of the City's LDC.

Lynn Fendt: Addressed Council regarding local police and sheriff's offices partnerships with ICE.

The following individuals addressed Council regarding the construction of the General Daniel "Chappie" James, Jr. Memorial Plaza:

Ellis Jones
Dianne Robinson
Gloria Horning
CJ Charles
Cris Dosev

Just prior to Mr. Dosev speaking, Council President Moore indicated that the time allotted for the first LeRoy Boyd Forum had expired. Council Member Bare made a motion to waive the rules to extend the first LeRoy Boyd Forum to accommodate all speakers currently signed up and Council Member Brahier seconded.

The motion passed by the following vote:

Yes: 6 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

Council Member Broughton asked questions of Mr. Charles and Mayor Reeves made follow-up remarks relaying his current position related to resolving the issues with moving forward with construction of the plaza.

William Sloan: Addressed Council reading a definition of "fascism" as published on *Wikipedia*.

James Hall, Jr.: Addressed Council describing a discrepancy related to his property lines at 2004 West Bobe Street.

Mayor Reeves indicated he would have someone from his staff follow-up with Mr. Hall.

James Gulley: Addressed Council introducing two (2) high school students from Pensacola High School's International Baccalaureate (IB) Program.

Gianni Dian and Ian Ross addressed Council regarding their recent experiences attending Florida American Legion Boys State at Florida State University which provided a week-long program teaching them practical citizenship, leadership, and government by participating in a mock state government with elected officials, legislative sessions, and court systems.

AWARDS

Mayor Reeves presented a proclamation to representatives from *Jayla's Voice: Echoes of Addiction, Inc.* recognizing August 21st as *"Jayla Michelle Day"* highlighting *Fentanyl Prevention and Awareness Day*. Additionally he recognized the *90th Anniversary of Social Security Act* and presented a proclamation to representatives from the *American Association of Retired Persons (AARP*).

APPROVAL OF MINUTES

1. 25-73 APPROVAL OF MINUTES: REGULAR MEETING DATED JULY 17, 2025

Recommendation: That City Council approve regular meeting minutes dated July 17, 2025.

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

The motion passed by the following vote:

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

APPROVAL OF AGENDA

City Clerk Burnett advised that Item 6 (25-1009) *Appointment - Environmental Advisory Board* (on the consent agenda) has been pulled.

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

The motion passed by the following vote:

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

CONSENT AGENDA

2. 25-964 AWARD OF BID NO. 25-034 - MRO APRON AND TAXIWAY A EXTENSION AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council award Bid No. 25-034 MRO Apron and Taxiway A Extension at Pensacola International Airport to Panhandle Paving and Grading Inc of Pensacola, FL, the lowest and most responsible bidder with a base of $14,468,842.25 plus a 10% contingency of $1,446,884.23 for a total of $15,915,726.48. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

3. 25-977 APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE PENSACOLA MESS HALL INC. FOR AFTER-SCHOOL PROGRAM AT WOODLAND HEIGHTS & FRICKER RESOURCE CENTERS

Recommendation: That City Council approve the Memorandum of Understanding between the City of Pensacola Parks and Recreation Department and The Pensacola MESS Hall, Inc. to host their after-school program at the Woodland Heights and Fricker Resource Centers. 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.

4. 25-679 BOND COUNSEL CONTRACT

Recommendation: That City Council award a contract for bond counsel to Bryant Miller Olive PA of Tallahassee, FL. 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.

5. 25-1054 APPOINTMENTS - EASTSIDE REDEVELOPMENT BOARD

Recommendation: That City Council appoint George W. Grace, Jr. and reappoint Zachary Lane, both homeowners within the Eastside Redevelopment Neighborhood TIF District area to the Eastside Redevelopment Board for a term of three (3) years, expiring April 30, 2028.

******THE FOLLOWING ITEM HAS BEEN WITHDRAWN******

6. 25-1009 APPOINTMENT - ENVIRONMENTAL ADVISORY BOARD

Recommendation: That City Council appoint an individual who is an employed or retired environmental professional, or member of local environmental organizations or businesses with an interest in City environmental issues to fill an unexpired term ending March 1, 2026.

7. 25-1020 APPOINTMENT - PLANNING BOARD

Recommendation: That City Council appoint Matthew Finn to the Planning Board to

fill an unexpired term ending July 14, 2027.

8. 25-1028 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of $500 to HYPE Pensacola from the City Council Discretionary Funds for District 7.

9. 25-1048 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of $1,000 to PCS Outreach Ministries and $1,000 to Youths Left Behind from the City Council Discretionary Funds for District 6.

A motion to approve consent agenda items 2, 3, 4, 5, 7, 8, and 9 was made by Council Member Bare and seconded by Council Member Brahier.

The motion passed by the following vote:

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

REGULAR AGENDA

10. 25-1010 APPOINTMENTS - ZONING BOARD OF ADJUSTMENT

Recommendation: That City Council appoint two (2) residents or property owners of the City to the Zoning Board of Adjustment for a term of three (3) years, expiring July 14, 2028.

Incumbents/nominees were provided an opportunity to addressed Council:

Dr. Johnny Fortune
John "Drew" Dittmar
Robby Williams (not present)

Brief discussion took place with comments from Council Members Brahier and Moore.

Upon conclusion of discussion, Council President Moore called for a ballot vote.

Balloting and tallying takes place.

Council President Moore announced that City Council reappointed John "Drew" Dittmar and appointed Johnny Fortune, both residents or property owners of the City, to the Zoning Board of Adjustment for a term of three (3) years, expiring July 14, 2028.

11. 25-1034 APPOINTMENTS - WESTSIDE REDEVELOPMENT BOARD

Recommendation: That City Council appoint six (6) individuals to the Westside Community Redevelopment Board that is either a redevelopment area resident, member of an area neighborhood association or owner or operator of a business located in the redevelopment area, to a three (3) year term expiring January 31, 2027.

Incumbents/nominees were provided an opportunity to addressed Council:

Douglas Baldwin (not present)
Pastor C. Marcel Davis (not present)
Andrea T. Greer
James Gulley
Michael Hayes
Leah Langford
Joe W. Lennon
Michelle Press

Brief discussion took place with comments from Council Members Wiggins and Brahier.

Upon conclusion of discussion, Council President Moore called for a ballot vote.

Balloting and tallying takes place while moving onto the next agenda item.

Following Item 12 (25-966), Council President Moore announced that City Council reappointed C. Marcel Davis and Michelle Press and appointed Andrea Greer, Michael Hayes, Leah Langford, and Joe Lennon to the Westside Redevelopment Board who are either a redevelopment area resident, member of an area neighborhood association or owner or operator of a business located in the redevelopment area, for a term of three (3) years, expiring January 31, 2027.

12. 25-966 PUBLIC HEARING FOR THE ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF THE 2025 STORMWATER ASSESSMENT ROLL

Recommendation: That City Council conduct a public hearing on August 14, 2025

to adopt the Annual Assessment Resolution imposing stormwater service assessments and approving the 2025 Stormwater Assessment Roll.

Council President Moore read into the record the purpose of the public hearing and a summary of the Stormwater Assessment Program and proposed assessment methodology. Finance Director Lovoy indicated she is available to answer questions and noted that the requested information discussed during Monday's agenda conference was forwarded to Council.

There being no public input or discussion, Council President Moore indicated he would entertain a motion.

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

The motion passed by the following vote:

Yes: 6 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

13. 25-952 RESOLUTION NO. 2025-48 - IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2025 STORMWATER ASSESSMENT ROLL

Recommendation: That City Council adopt Resolution No. 2025-48.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION; PROVIDING FOR EFFECT; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

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

Discussion ensued among Council with Mayor Reeves and Finance Director Lovay responding accordingly to comments and questions. Concerns were expressed by Council Members Bare, Patton, and Brahier related to the assessment methodology, which they indicated there was much discussion about last year but not addressed with this year's proposed assessment.

Council President Moore suggested a workshop session to further address the methodology, but urged Council Members to support adoption of what's before them tonight for the sake of the programmed improvements the citizens have come to expect in dealing with stormwater.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 4 Jared Moore, Allison Patton, Teniade Broughton, Delarian Wiggins
No: 2 Charles Bare, Jennifer Brahier

14. 25-1023 TREE PLANTING TRUST FUND GRANT REQUEST -- CANOPY RESTORATION, INC.

Recommendation: That City Council approve a grant request to Canopy Restoration, Inc. in an amount up to $5,500, as recommended by the Environmental Advisory Board (EAB), in accordance with City Code Sec. 12-6-10(c)(2).

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

Council Member Brahier (sponsor) highlighted the success rate of Canopy Restoration, Inc. and the cost savings compared to the City being responsible for success of tree plantings.

Adam Cayton (representing Canopy Restoration, Inc.) briefly addressed Council indicating he's available for any questions.

Some Council Members made follow-up remarks. Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

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

15. 25-985 ACCEPTANCE OF GRANT AMENDMENT - SANDERS BEACH KAYAK FISHING TRAIL ACCESS UPGRADES

Recommendation: That City Council approve the acceptance of the Florida Fish and Wildlife Conservation Commission (FWC) Grant Agreement 21130, Amendment A3 for the Sanders Beach Kayak Fishing Trail Access Upgrades

Project in the amount of $197,665, supplementing the original grant agreement amount of $1,291,210, for a total project value of $1,488,875. 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.

The motion passed by the following vote:

Yes: 6 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

16. 25-988 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-51 - ACCEPTANCE OF GRANT AMENDMENT - SANDERS BEACH KAYAK FISHING TRAIL ACCESS UPGRADES

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-51:

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 Wiggins.

The motion passed by the following vote:

Yes: 6 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

17. 25-777 AWARD OF BID NO. 25-024 - KAYAK FISHING TRAIL ACCESS UPGRADES AT SANDERS BEACH

Recommendation: That City Council award Bid No. 25-024, Kayak Fishing Trail Access Upgrades at Sanders Beach to Loftis Marine, LLC of Pensacola, the lowest and most responsible bidder with a base bid of $534,025.05 and a bid alternate of $439,670.00 for a total bid of $973,695.05 plus a 15% contingency of $146,054.25 for a total contract award of $1,119,749.30. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

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

The motion passed by the following vote:

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

18. 25-961 PROPOSED ORDINANCE NO. 14-25 - AMENDING SECTION 14-3-71 - OUTDOOR FIRES

Recommendation: That City Council approve proposed ordinance 14-25 on first reading.

AN ORDINANCE AMENDING TITLE XIV OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING CHAPTER 14-3. FIRE CODES, ARTICLE IV PROHIBITED UNLAWFUL ACTS, SECTION 14-3-17, OUTDOOR FIRES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

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

Council Member Bare asked for clarification of the proposed amendments with Fire Chief Cranor responding accordingly.

There being no further discussion, the vote was called.

The motion passed by the following vote:

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

19. 25-1008 PROPOSED ORDINANCE NO. 8-25 - PROPOSED AMENDMENT TO LAND DEVELOPMENT CODE - CHAPTER 12-9 - FLOODPLAIN MANAGEMENT

Recommendation: That City Council adopt Proposed Ordinance No. 8-25 on second 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. **(Ordinance No. 10-25)**

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

The motion passed by the following vote:

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

20. 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 adopt Proposed Ordinance No. 9-25 on second 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. **(Ordinance No. 11-25)**

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

The motion passed by the following vote:

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

21. 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 adopt Proposed Ordinance No. 10-25 on second 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. **(Ordinance No. 12-**

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: 6 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

22. 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 adopt Proposed Ordinance No. 11-25 on second 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. **(Ordinance No. 13-25)**

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: 6 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

23. 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 adopt Proposed Ordinance No. 12-25 on second 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. **(Ordinance No. 14-25)**

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

The motion passed by the following vote:

Yes: 6 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

24. 25-1027 RESOLUTION NO. 2025-52 - APPROVAL OF TWO (2) APPLICATIONS TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RESILIENT FLORIDA GRANT PROGRAM 2025-2026 - STORMWATER IMPROVEMENT - WEST STRONG STREET AND NORTH "R" STREET & WEST MAIN STREET FROM "B" STREET TO "G" STREET

Recommendation: That City Council adopt Resolution No. 2025-52:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA TO APPROVE THE CITY'S APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S RESILIENT FLORIDA GRANT PROGRAM; AUTHORIZING GRANT APPLICATIONS.

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

The motion passed by the following vote:

Yes: 6 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

COUNCIL EXECUTIVE'S REPORT

None

MAYOR'S COMMUNICATION

Mayor Reeves briefly addressed Council regarding recently held and upcoming events, projects, initiatives, and happenings.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Some Council Members reported on recently held and upcoming events, projects, initiatives, and happenings.

Council Member Bare indicated he was leaving immediately following adjournment to travel to Orlando for the *Florida League of Cities Annual Conference,* and advised of his committee involvement.

SECOND LEROY BOYD FORUM

None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 7:51 P.M.

****

Adopted: _____

Approved: _____
Jared Moore, President of City Council

Attest:

_____
Ericka L. Burnett, City Clerk

City of Pensacola

CITY COUNCIL

MINUTES

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

September 3, 2025 5:30 PM City Council Chambers, 1st Floor

ROLL CALL

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

Council Members Present:	Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Casey Jones
Council Members Absent:	Teniade Broughton, Delarian Wiggins
Also Present:	Mayor D.C. Reeves

DISCUSSION ITEMS

1. 25-1127 SPECIAL MEETING AND PUBLIC HEARING TO ADOPT TENTATIVE MILLAGE RATES AND TENTATIVE BUDGETS FOR FISCAL YEAR 2026

Recommendation: That City Council hold a special meeting and public hearing on September 3, 2025 for the purpose of adopting the proposed millage rates and the hearing of public comments on the proposed budgets for the Downtown Improvement Board and the City of Pensacola for Fiscal Year 2026.

Council President Moore indicated the purpose of this special meeting is to conduct the first public hearing to adopt tentative millage rates for the City of Pensacola and the Downtown Improvement District for 2025 and tentative budgets for the Fiscal Year 2026, and that the second (final) public hearing will be held at a special meeting on Wednesday, September 10, 2025, at 5:30 P.M.

He then read into the record and explained that the TRIM law requires strict conformance with exacting procedures in order to lawfully adopt millage levies and budgets. In adherence with those procedures, he indicated the first substantive issue to be discussed must be the percentage increase over the "rolled-back rate" necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased; and further that the proposed tentative millage rate of 4.2895 mills for the City and 2.0000 mills for the Downtown Improvement District constitutes an 8.06% increase of property taxes over the aggregate rolled-back rate which is 4.0883 mills. He also stated the basis for the

rolled-back rate.

Finance Director Lovoy indicated the proposed increase over the rolled-back rate is to maintain services and meet increased costs.

Further, Council President Moore stated the public must be permitted to speak and ask questions prior to the adoption of any measures and explained other requirements under Section 166.241(2) of the Florida Statutes related to balancing of the budget and amendments.

Finance Director Lovoy responded accordingly to questions from Council Member Brahier related to the increase over the rolled-back rate and taxable valuation. Council Member Bare made follow-up remarks.

ACTION ITEMS

2. 25-1129 RESOLUTION NO. 2025-57 - TENTATIVELY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT DISTRICT FOR 2025

Recommendation: That City Council adopt Resolution No. 2025-57:

A RESOLUTION TENTATIVELY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA INCLUDING THE DOWNTOWN IMPROVEMENT DISTRICT FOR 2025; PROVIDING AN EFFECTIVE DATE.

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

Finance Director Lovoy responded accordingly to questions from Council Member Brahier related to homesteaded property valuations.

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

The motion passed by the following vote:

Yes: 5 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Casey Jones

No: 0 None

3. 25-1130 RESOLUTION NO. 2025-58 - ADOPTING A TENTATIVE BUDGET FOR THE CITY OF PENSACOLA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025

Recommendation: That City Council adopt Resolution No. 2025-58:

A RESOLUTION ADOPTING A TENTATIVE BUDGET FOR THE CITY OF PENSACOLA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; MAKING TENTATIVE APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT ON ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; PROVIDING FOR AN EFFECTIVE DATE.

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

Finance Director Lovoy addressed Council providing a summary of changes to the proposed budget (hard copies at Council's places and presented on overhead slides — on file with agenda materials) based on Council's discussion during the budget workshop (held on August 12th).

Public input was heard from Lonnie Hawkins representing the International Alliance of Theatrical Stage Employees Local 60 and addressed Council regarding the budget for the Saenger Theatre. Mayor Reeves made follow-up remarks.

Some discussion took place among Council with Finance Director Lovoy fielding comments and questions accordingly.

Upon conclusion of discussion and there being no further public input, the vote was called.

The motion passed by the following vote:

Yes: 5 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Casey Jones

No: 0 None

4. 25-1131 RESOLUTION NO. 2025-59 - ADOPTING A TENTATIVE BUDGET FOR THE DOWNTOWN IMPROVEMENT BOARD FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025

Recommendation: That City Council adopt Resolution No. 2025-59:

A RESOLUTION ADOPTING A TENTATIVE BUDGET FOR THE CITY OF PENSACOLA DOWNTOWN IMPROVEMENT BOARD FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; PROVIDING AN EFFECTIVE DATE.

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

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

The motion passed by the following vote:

Yes: 5 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Casey Jones

No: 0 None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 6:09 P.M.

****

Adopted: _____

Approved: _____
Jared Moore, President of City Council

Attest:

_____
Ericka L. Burnett, City Clerk

File #: 25-1082 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF LEASE AGREEMENT WITH STEEL PONY, LLC, FOR OSCEOLA GOLF COURSE RESTAURANT/EVENT SPACE

RECOMMENDATION:

That City Council approve the lease agreement between the City of Pensacola and Steel Pony, LLC, to lease the restaurant/event space located at the Osceola Golf Course. 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:

The City of Pensacola and Steel Pony, LLC, are seeking approval from the City Council to enter into a lease agreement that allows the City (hereinafter "Landlord") to give tenancy to Steel Pony, LLC, a Florida limited liability company (hereinafter "Tenant"), to rent the restaurant/event space at Osceola Golf Course. The Tenant shall pay a monthly base rent in the amount of $1,500 (one thousand five hundred dollars), additional rent, and monthly hazard and liability insurance expenses. The lease will begin October 1, 2025, and will end September 30, 2028.

With over 20 years of experience in the restaurant and hospitality management industry, Chef Eric Michael launched Steel Pony LLC in 2023 as a pop-up restaurant with just two coolers and a grill. In just two short years, Steel Pony Diner—now operating in partnership with Gather, A Culinary Collective—has grown to serve breakfast and lunch every weekend, offering sit-down dining, takeout, and delivery in Pensacola.

As he continues to grow the Steel Pony Diner, Chef Eric highlights his family's Azorean heritage and Portuguese flavors, blended with classic Southern diner favorites. Now putting down roots in Pensacola, he lives near Osceola Golf Course.

PRIOR ACTION:

July 15, 2025 - Reviewed by Parks and Recreation Board

August 19, 2025 - Second review by the Parks and Recreation Board

FUNDING:

N/A

FINANCIAL IMPACT:

Base Rent:	$1,500
Additional Rent:	(1) 8% of all gross sales over $18,750 made by Tenant at or relating to its use of the Demised Premises, and (2) 50% of all gross revenue received for event space rentals, during the immediately preceding calendar month

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/15/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Kerry Shanaghan, Interim Parks and Recreation Director
Tonya Byrd, Parks and Recreation Assistant Director

ATTACHMENTS:

1. Redline - Lease
2. Final Osceola Lease Agreement
3. Exhibit B - Osceola Lease Space Inventory
4. Osceola First Floor - Lease space
5. Osceola Basement level - Restaurant Lease Space
6. Parks & Rec Board Meeting Minutes July 15, 2025
7. Steel Pony Diner at Osceola Golf Course Menu Proposal
8. Eric Michael Resume
9. DRAFT- Unapproved Parks & Recreation Board Meeting Minutes August 19, 2025
10. Kyree Whitehead Resume

PRESENTATION: No

L E A S E

This Lease ("**Lease**") is made this __ day of ____, 2025, by and between City of Pensacola (hereinafter "**Landlord**"), whose post office address is PO Box 12910, Pensacola, FL 32521, and Steel Pony, LLC, a Florida limited liability company (hereinafter "**Tenant**"), whose post office address is 1712 N 58th Avenue, Pensacola, FL 32506.

Basic Terms

The following basic terms are hereby approved by the parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:

a. Landlord: City of Pensacola
b. Address of Landlord: PO Box 12910, Pensacola, FL 32521
c. Tenant: Steel Pony LLC
d. Address of Tenant: 1712 N 58th Avenue, Pensacola, FL 32506
e. Operating Name of Tenant: Steel Pony Diner
f. Leasable Area of Demised Premises: 7464 square feet of an approximately 13989 SF Building. The Demised Premises represents 53.36% of the total square footage of the Building
g. Commencement Date: October 1, 2025
h. Rent Commencement Date: November 1, 2025
i. Term of Lease: Ends on September 30, 2028
j. Base Rent: $1500 per month
k. Security/Damage Deposit: $3,000.00
l. Permitted Use of Demised Premises: Restaurant, Bar and Event Space Rental

ARTICLE I – DEMISED PREMISES

Section 1.1 Demised Premises. The premises demised and leased to Tenant hereunder shall consist of approximately 7,564 square feet ("**Demised Premises**") located within the approximately 13,989 square foot building located at 300 Tonawanda Drive, Pensacola, FL 32506 (hereinafter called the "**Building**"). The Demised Premises is depicted in Exhibit A attached hereto. For the avoidance of doubt, the Demised Premises comes equipped with all that certain equipment and personal property listed on Exhibit B attached hereto ("**Equipment**"). Such Equipment is and shall remain the property of the City. For the avoidance of doubt, any reference to the "Demised Premises" as used herein shall further include the Equipment.

Section 1.2 Delivery. Tenant shall take possession of the Demised Premises in its "As Is" Condition on the Commencement Date (defined below). Tenant's acceptance of and entry into possession shall be deemed its consent and agreement that all mechanical, electrical and plumbing systems servicing the Demised Premises are in proper working condition.

ARTICLE II – TERM, COMMENCEMENT, RENT COMMENCEMENT, EXPIRATION DATE, AND RENEWAL PERIOD

Section 2.1 Lease and Rent Commencement. The initial term of this Lease (the "**Initial Term**") shall commence on October 1, 2025 (the "**Commencement Date**") and shall expire on September 30, 2028 (the "**Expiration Date**"), subject to extension pursuant to Section 2.2, and unless sooner terminated as herein provided.

Section 2.2 Renewal Option. Provided that: (i) this Lease has not been previously terminated; (ii) no Default has occurred and continued beyond applicable notice and cure periods, if any, at the time that Tenant shall exercise its right to renew this Lease or at the commencement of the Renewal Term; (iii) the originally named Tenant, or its permitted assignee, physically occupies and conducts business at the Demised Premises at the time that Tenant shall exercise its right to renew this Lease, and at the commencement of the Renewal Term; and (iv) Tenant gives written notice of its election to extend the Term of this Lease no later than nine (9) months prior to the expiration of the Initial Term, Tenant shall have one (1) option to renew this Lease for the Demised Premises for an additional term of three (3) years (the "**Renewal Term**"), which Renewal Term shall commence on the date immediately following the expiration date of the Initial Term. The Base Rent payable during the Renewal Term shall be determined in accordance with the terms set forth in Article 3, and all other terms, covenants, conditions, provisions and agreements of this Lease, including, but not limited to, the provisions for Additional Rent, shall be applicable during the Renewal Term, except that Landlord shall have no obligation whatsoever to make any alterations, additions or improvements to the Demised Premises in connection with the Renewal Term or to provide funds to Tenant for such purposes. In the event Tenant does not timely exercise the option to renew this Lease, or if Tenant is otherwise disqualified from exercising such option, then such option and any succeeding option shall become null and void and be of no further force or effect. The Initial Term and Renewal Term(s), if any, shall collectively be referred to as the "Term."

ARTICLE III - RENT

Section 3.1 Base Rent. Beginning on the Rent Commencement Date and continuing on or before the first day of each successive calendar month during the Term of this Lease, Tenant shall pay to Landlord base rent in the amount of $1,500 per month, along with all applicable sales and use taxes as may be payable in relation thereto ("**Base Rent**"). Such Base Rent shall be paid promptly when due, without notice or demand therefor, and without any abatement, deduction or set-off for any reason whatsoever, except as may be expressly provided in this Lease.

Section 3.2 Additional Rent. In addition to the Base Rent and beginning on the Rent Commencement Date and continuing on or before the first day of each successive calendar month during the Term of this Lease, Tenant shall pay to Landlord (1) 8% of all gross sales over $18,750 made by Tenant at or relating to its use of the Demised Premises, and (2) 50% of all gross revenue received for event space rentals, during the immediately preceding calendar month ("**Additional Rent**"). Such Additional Rent shall be paid promptly when due, without notice or demand therefor, and without any abatement, deduction or set-off for any reason whatsoever, except as may be expressly provided in this Lease, and shall be accompanied by documentation

reasonably acceptable to Landlord demonstrating the accuracy of such payment. Payment for Additional Rent accrued during the final month of the Lease Term shall be delivered to Landlord within 30 days following expiration of the Lease Term. In furtherance of Tenant's obligations in this Section, Landlord shall have the right inspect and audit Tenant's books and records, at no cost to Landlord, upon reasonable notice to Tenant, but no more than twice each calendar year.

Section 3.3 Insurance Premium Reimbursement. In addition to the Base Rent and Additional Rent, Tenant shall pay Landlord's hazard and liability insurance expenses (the "**Insurance Premium**") in monthly installments plus sales tax commencing with the Rent Commencement Date, in amounts initially estimated by Landlord, one (1) such installment being due on the first day of each full or partial month during the Lease Term. Upon written notice from Landlord to Tenant, such monthly installments shall increase or decrease from time to time to reflect the then current amount of any Insurance Premium due. When the actual amount of any such Insurance Premium is obtained by Landlord, Landlord will notify Tenant of such actual amount in writing, and of any excess or deficiency in the amount theretofore paid by Tenant as its share of such Insurance Premium. Any such excess will be credited to Tenant's account with Landlord. Tenant will pay the amount of any deficiency to Landlord within thirty (30) days following Landlord's written notice thereof. Tenant acknowledges and stipulates that Landlord has made no representations or agreement of any kind as to the total dollar amount of such Insurance Premium, actual or estimated, or Tenant's dollar share thereof. Hereinafter, the Base Rent, Additional Rent, Insurance Premium and any other amounts payable by Tenant under this Lease may collectively be referred to as "Rent."

Tenant shall neither use the Demised Premises nor permit the Demised Premises to be used or acts to be done therein which will: (a) increase the premium of any insurance described in this Article; (b) cause a cancellation of or be in conflict with any such insurance policies; (c) result in a refusal by insurance companies of good standing to insure the Building or the Demised Premises in amounts reasonably satisfactory to Landlord; or (d) subject Landlord to any liability or responsibility for injury to any person or property by reason of any operation being conducted in the Demised Premises. Tenant shall, at Tenant's expense, comply as to the Demised Premises with all insurance company requirements pertaining to the use of the Demised Premises. Tenant shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

Section 3.4 Late Payments and Late Charges. Notwithstanding anything contained herein, in the event that Landlord does not receive any installment of Rent as and when due, then, in addition to all other remedies of Landlord, Tenant will be subject to and liable for (1) a charge (a "**Late Charge**") equal to ten percent (10%) of the amount that is late, and (2) interest on all such late Rent at the "Lease Interest Rate" (as hereinafter defined), calculated from the due date thereof until paid which shall be due and payable to Landlord immediately as Rent. .

Section 3.5 Dishonored Checks. Tenant shall promptly pay to Landlord upon notice thereof the fee of Fifty and No/100 Dollars ($50.00) for costs incurred by Landlord for any dishonored check tendered by Tenant. In the event two (2) or more checks submitted by Tenant are dishonored for any reason whatsoever (except bank error) in any consecutive twelve (12)

month period, Landlord in its sole discretion may require all payments made for the next consecutive twenty-four (24) month period thereafter by Tenant to Landlord to be by certified or bank check. In such event, and during such twenty-four (24) month period, Landlord may refuse to accept a check that is not a certified or bank check and such noncertified or non-bank check submitted to Landlord shall not be deemed payment tendered to Landlord.

ARTICLE IV - REAL ESTATE TAXES

For each Lease Year during the Term of this Lease, Tenant shall, at its sole cost and expense, pay as and when due all taxes, assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed or become due and payable in relation to the use or occupation of the Leased Premises or the personal property contained therein of, during the Term of this Lease.

ARTICLE V - UTILITIES

Landlord shall make available to the Demised Premises all existing facilities (including pipes, conduits and cables ready for hookup) for water, gas, electricity, sewerage, telephone, cable and other utility for use in the Demised Premises. If Tenant shall require additional utility capacity than as provided by Landlord, Tenant shall, subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto), install such additional capacity at Tenant's expense. Tenant shall arrange with the public utility companies servicing the Building for providing services. ~~Tenant shall pay directly to the utility company or governmental agency or authority, as the case may be, for gas, electricity, waste management, and other public utilities, and for janitorial services supplied or furnished to the Demised Premises from and after the Commencement Date, and during the Term.~~Tenant shall pay directly the gas utility company supplying or furnishing any gas utility services to the Demised Premises, and shall be solely responsible for, at its sole expense, janitorial services for the Demised Premises. Tenant recognizes that all other utility services currently provided in the Demised Premises are metered with and/or simultaneously serve the rest of the Building. Tenant shall reimburse Landlord for its pro-rata share of all such other existing utility services supplied to or furnished to the Demised Premises, including, without limitation, electricity, waste management, water, and other public utilities. Such reimbursement payments shall be made in arrears and delivered to Landlord monthly with and as part of Tenant's monthly Rent payment. As used in this Lease, "**pro-rata share**" shall mean 53.36%.

ARTICLE VI - INSURANCE

Section 6.1 Insurance Required of Tenant. Tenant shall maintain during the Term the following coverage:

(a) Commercial general liability insurance covering operations and products with a limit of not less than One Million Dollars ($1,000,000.00) per occurrence and a general aggregate and products aggregate of not less than Two Million Dollars ($2,000,000.00) for injury or loss

occurring upon, in, or about the Demised Premises and contractual liability assumed under this Lease.

(b) Physical Damage Insurance covering (i) all furniture, trade fixtures, equipment, merchandise and all other items of Tenant's property on the Demised Premises installed by, for, or at the expense of Tenant, (ii) any improvements made by Tenant, and (iii) all other improvements, alterations and additions to the Demised Premises. Such insurance shall be written on an "special form" cause of physical loss or damage basis, for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any coinsurance clauses of the policies of insurance and shall include a vandalism and malicious mischief endorsement, sprinkler leakage coverage.

(c) Workers' Compensation Insurance, in statutorily required amounts.

(d) Employer's Liability Insurance, in statutorily required amounts.

(e) If alcoholic beverages are furnished, sold, or consumed on the Demised Premises, Tenant shall maintain or cause vendor(s) operating upon the Demised Premises to maintain liquor liability insurance including coverage for bodily injury and property damage arising out of the furnishing of alcoholic beverages. Minimum limits for this coverage are $2,000,000 each common cause and in the aggregate. When alcoholic beverages are to be furnished, sold or consumed at the Demised Premises, the licensee/operator/business owner shall not furnish, or sell to or permit its employees, servants, subcontractors, or agents to furnish or sell alcoholic beverages to, or to allow such alcoholic beverages to be consumed by any person who is not of lawful drinking age and shall take reasonable actions necessary to avoid serving any person habitually addicted to the use of any or all alcoholic beverages, or any person who is, or who would reasonably be expected to be intoxicated.

(f) The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) name Landlord, Landlord's agent and any other party it reasonably specifies, as an additional insured by endorsement; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under this Article; (iii) be issued by an insurance company having a rating of not less than A XIII in Best's Insurance Guide and licensed to do business in the State of Florida; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and noncontributing with any insurance requirement of Tenant; (v) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord; (vi) contain a cross liability endorsement or severability of interest clause acceptable to Landlord and (vii) contain a waiver of subrogation endorsement in favor of Landlord. Tenant shall deliver duplicate copies of said policy or policies or original certificates thereof to Landlord on or before the date upon which Tenant shall enter the Demised Premises and at least thirty (30) days before the expiration dates thereof.

ARTICLE VII - TENANT'S INDEMNIFICATION

~~Section 1.1~~ Section 7.1 Tenant shall indemnify and save harmless Landlord from and against any and all liability, claim, cost, expense, damage, penalties or judgments, and reasonable attorneys' fees and other expenses incident to litigation, arising from: (i) any breach, non-performance or violation by Tenant, or Tenant's agents, employees, contractors, licensees or invitees of any covenant or provision of this Lease; or (ii) injury to person or property sustained on or about the Demised Premises or the Building resulting from any act or acts or omission or the carelessness, negligence or improper conduct of Tenant or Tenant's agents, employees, licensees, contractors, or invitees; or (iii) any occurrence in, upon, at or from the Demised Premises, or the occupancy, condition or use of the Demised Premises, except to the extent that any such injury results from Landlord's willful misconduct or gross negligence. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord to the extent of any injury, loss or damage to any person or property in or about the Building, arising from the willful misconduct or gross negligence of Landlord, its employees, agents, contractors, licensees, invitees and/ or employees.

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Section 7.2 Tenant further covenants and agrees to pay, and to indemnify Landlord against, all reasonable costs, expenses and charges, including, but not limited to, attorneys' fees and other expenses incident to litigation, incurred in obtaining possession of the Demised Premises after default by Tenant or upon the expiration or earlier termination of the Term hereof, or in enforcing any covenant or agreement of Tenant herein contained.

ARTICLE VIII - WAIVER OF SUBROGATION

Section 8.1 Tenant hereby waives and releases any and all rights of action against Landlord which may hereafter arise for damage to or destruction of the Building, to or of the Demised Premises or to or of property in and contents of the Demised Premises or the Building, resulting from fire or other casualties of the kind covered by the policies actually carried or required to be carried hereunder, irrespective of the cause thereof, to the extent of said insurance carried or required to be carried, whichever is greater. Each policy of such insurance maintained by Tenant shall contain a waiver of subrogation in favor the Landlord, so long as such waiver is obtainable.

ARTICLE IX - USE OF DEMISED PREMISES

Section 9.1 Permitted Use. Tenant shall use the Demised Premises solely as, and for no other purposes than a retail operation of a ~~typical~~ Restaurant, Bar & Event Space (the "**Permitted Use**"). Tenant shall not be permitted to use the Demised Premises for any other purpose whatsoever. The Permitted Use shall be conducted in compliance with all applicable laws, rules, regulations, ordinances and requirements of all applicable governmental authorities having jurisdiction hereof (collectively, "**Laws**"). Tenant shall in all respects comply with the requirements and/or conditions associated with its obtaining and maintaining of any and all required governmental permits, certificates or approvals regarding its use and occupancy of the

Demised Premises. The name, logo and menu used in operation of the Demised Premises shall be subject to Landlord's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed.

Section 9.2 Waste Management/Rubbish. Tenant shall handle and dispose of all rubbish, garbage and recyclable materials from Tenant's operations in accordance with regulations established by Landlord, at Tenant's sole cost and expense, shall arrange for the disposal of Tenant's rubbish, garbage and recyclable materials. Tenant shall not permit the accumulation or burning of any rubbish or garbage in, on or about any part of the Demised Premises or the Building. All rubbish and garbage shall be concealed in metal containers in locations designated by Landlord.

Section 9.3 Cart Service. At all times during the Term, Tenant shall operate a cart beverage, and, at its option, food, service providing refreshments for purchase to Landlord's golf customers in the golf course adjacent to the Demised Premises ("**Cart Service**"). The Cart Service shall be provided in a professional, and first-class manner and in compliance with all Laws and with such rules and regulations as Landlord may establish from time-to-time.

Section 9.4 Hours of Operation. Notwithstanding anything herein to the contrary, Tenant shall be open for business at the Demised Premises and shall operate the Cart Service, making food and beverages available for purchase at all times, continuously during such periods that Landlord's golf course is open and operating. For avoidance of doubt, Landlord's golf course is generally open seven days a week, from sunrise to sunset, holidays excluded.

ARTICLE X - COMPLIANCE WITH LAWS; ENVIRONMENTAL, AND OTHER APPLICABLE LAWS

Section 10.1 Compliance with Laws. Throughout the Term, Tenant shall maintain the Demised Premises in a safe, clean, careful and proper manner. Tenant shall comply with all Laws, present or future, of any governmental authority whether federal, state, county or municipal, or any political subdivision of any of the foregoing which may exercise jurisdiction over the ownership, operation or maintenance of the Demised Premises or the Building; provided, however, that in complying with such Laws and documents, Tenant shall not be required to make structural alterations to the Demised Premises unless same are required as a consequence of Tenant's use of the Demised Premises. If, as a consequence of Tenant's use or occupation of the Demised Premises, any improvements are required to comply with any such Law, regulation, rule or document, Tenant shall, subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto), promptly install and maintain the same at its sole cost and expense. Tenant shall, throughout the Term, comply with any and all requirements of Landlord's insurance company or of Tenant's insurance company as same may relate to Tenant's use or occupation of the Demised Premises.

Section 10.2 Hazardous Material. Tenant shall not cause or permit any Hazardous Material, as defined below, to be brought upon, kept or used in or about the Demised Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall at all times comply with all applicable environmental laws. The foregoing, de minimus quantities of Hazardous Material

customarily used in the conduct of Tenant's particular business may be used at the Demised Premises provided that such use is at all times in compliance with the manufacturer's instructions therefor and all applicable Laws; further provided, however, that in no event may any dry-cleaning services or processes ever be performed on site or in the Demised Premises. Tenant shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by the Landlord or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (1) the health, welfare or safety of persons, whether located on the Demised Premises, the Building, or elsewhere, or (2) the condition, use or enjoyment of the Demised Premises, the Building or any other real or personal property. If Tenant breaches any of the covenants contained herein, in addition to being a default under this Lease, Tenant shall be liable to Landlord for all damages resulting therefrom, and Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the Demised Premises or the Building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Demised Premises or the Building, damages arising from any adverse impact on marketing of space in the Building, any personal injury (including wrongful death) or property damage (real or personal), and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees which arise during or after the Lease Term as a result of such breach or as a result of any contamination caused or permitted by Tenant. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any Federal, state or local governmental agency or political subdivision or by the holder of any mortgage encumbering the Demised Premises or the Building. Tenant shall promptly take all actions at its sole expense as are necessary to return the Demised Premises or the Building to the condition existing prior to the introduction of any hazardous material to the Demised Premises or the Building by Tenant, its agents, invitees, contractors or employees; provided that Landlord's approval of such action shall first be obtained. The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have at law or equity and shall survive the transactions contemplated herein, and shall survive the termination of this Lease.

As used herein, the term "Hazardous Material" shall mean the following: (1) "Hazardous Substances", as defined by the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 43 U.S.C. Sec. 9601 et seq.; (2) "Hazardous Wastes", as defined by the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. Sec. 6901 et seq.; (3) any other wastes, pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable Federal, state or local law, regulations, ordinance of requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or materials, all as amended or hereafter amended; (4) more than 7 gallons of crude oil or distillate thereof which is liquid at standard conditions of temperature and press (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (5) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sec. 2011 et seq., as amended or hereafter amended; (6) the asbestiform varieties of chrysolite, crocidolite, amosite,

anthophyllite, tremolite or actinolite, or asbestos in any other form, in any condition; and (7) toxic mold.

ARTICLE XI - COVENANT OF AUTHORITY AND QUIET ENJOYMENT

Section 11.1 Landlord has full right and power to execute and perform this Lease. Landlord represents and warrants that the execution of this Lease, compliance with the terms hereof and occupation of the Property by Tenant will not conflict with, cause a breach of or constitute a default under the terms of any agreement or instrument to which Landlord is a party.

Section 11.2 Landlord covenants and agrees that in the event Tenant shall perform all covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during said term have the peaceable and quiet enjoyment and possession of the Property and easement rights herein granted, without any manner of let or hindrance from Landlord or any other person or persons. Notwithstanding the forgoing or anything in this Lease to the contrary, Landlord shall have the right upon no less than 10 days' written notice to Tenant, to the exclusive use of the Demised Premises free of charge for special events, so long as such use by Landlord does not conflict with a confirmed and pre-scheduled special event by Tenant at the Demised Premises.

ARTICLE XII - INTENTIONALLY DELETED

ARTICLE XIII - ASSIGNMENT AND SUBLETTING

Tenant shall not, either voluntarily or involuntarily, by operation of law or otherwise, assign, transfer, mortgage or otherwise encumber this Lease, or sublet the whole or any part of the Demised Premises, or permit the Demised Premises or any part thereof to be occupied by others without the express written consent of Landlord, which consent shall be in Landlord's sole

ARTICLE XIV - SIGNS

Subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto) Tenant may, at its sole cost, install or place signage on the exterior of the Building to the extent permitted by applicable Laws (collectively "**Exterior Signage**"), upon which Tenant may display its business name. All Exterior Signage shall be in compliance with all applicable Laws. Landlord makes no representation or warranty as to the type of Exterior Signage permitted by applicable Laws.

ARTICLE XV – MAINTENANCE AND REPAIRS/ LANDLORD'S RIGHT TO PERFORM

Section 15.1 During the Term, Tenant shall, at its sole cost and expense, keep the Demised Premises clean and in good order and condition. Among other things, and subject to the

provisions of Article XVI (including the requirement for Landlord's consent thereto), Tenant shall be solely responsible to:

~~(i) maintain, repair, and replace the heating, ventilating and air-conditioning equipment serving the Demised Premises (the "**HVAC System**"),~~

~~(ii~~ (i) maintain general comprehensive liability insurance (including, without limitation, umbrella coverage), fire and casualty insurance, sign insurance and any other insurance required by Tenant under the provisions of Article VII;

(~~iii~~ii) maintain and repair all ceilings, walls and plate glass doors and windows, if any, which comprise the Demised Premises;

(~~iv~~iii) maintain, repair and replace any utility, sprinkler, sanitary and/or plumbing lines, fixtures, equipment or other infrastructure within or servicing the Demised Premises; and

(~~v~~iv) repair, paint, maintain the Demised Premises in a first-class manner and replace any of Tenant's permitted signs and sign equipment.

Landlord shall maintain, repair, and replace, the heating, ventilating and air-conditioning equipment serving the Demised Premises (the HVAC system, only, and not any kitchen exhaust hoods or other equipment). Tenant shall reimburse Landlord for its pro-rata share of any and all related costs, fees, charges and expenses within 30 days following Landlord's request for the same.

Section 15.2 Landlord's Right to Perform Tenant's Work and Tenant's Maintenance and Repair Obligations. All repairs and replacements performed by Tenant pursuant to this Article XV shall be performed in a good and workmanlike manner and in conformity with all Laws. With respect thereto, Tenant shall, at its expense, obtain all necessary permits and approvals required in connection therewith. Notwithstanding the foregoing, in recognition of the need for Landlord to maintain strict control of the appearance of the Building, (including, without limitation, interior portions of tenant spaces), as well as ensuring that the maintenance and repair obligations of all tenants and occupants are adhered to, Landlord may, upon ten (10) business days prior written notice to Tenant, elect to perform:

(i) some or all of the obligations of Tenant contained in this Article XV;

(ii) any alterations, improvements or installations to the Demised Premises which are desired or required in accordance with the provisions of Article XVII; or

(iii) any restoration or repair which is required in accordance with the provisions of Article XXI.

In any such event, 115% of all reasonable costs and expenses thereby incurred by Landlord shall be paid or reimbursed, as the case may be by Tenant within thirty (30) days following receipt of an invoice therefor by Tenant. Any and all such payments shall constitute Rent hereunder.

Section 15.3 Landlord, and its agents and employees, shall not be liable or responsible for any damage or injury to any property of Tenant, or to any of Tenant's agents, employees, customers, licensees, invitees or contractors arising from or out of any breakage, stoppage or leakage or pipes, conduits and cables or any other occurrence, in, upon or at or from the Demised Premises, or the occupancy, condition or use of the Demised Premises or the Building, unless caused in whole or in part by the gross negligence of Landlord, its agents or employees.

Section 15.4 Tenant shall not enter upon or use the roof of the Building for any purpose, without Landlord and the Association's prior written consent, in its sole and absolute discretion. To the extent that Landlord grants its written consent for Tenant to enter upon the roof, Tenant shall not take any action which would violate or void any roof warranties, and no penetrations of the roof or work conducted by Tenant on the roof shall be performed without Landlord's prior consent, which may be withheld in Landlord's sole discretion. In the event that Tenant enters upon the roof of the Building without Landlord's prior written consent or otherwise makes any installation or roof penetration or performs any other activity on the roof without such consent in violation of the terms and conditions of this Section 15.4, then, in addition to all other rights and remedies of Landlord hereunder, from and after the date of such violation, Tenant shall be deemed to have assumed any and all liability for the maintenance, repair and replacement of the roof and roof systems.

ARTICLE XVI – ALTERATIONS

Section 16.1 Notwithstanding anything in this Lease to the contrary, Tenant shall not make any alterations or improvements to the Demised Premises without in each instance first obtaining Landlord's written consent, which consent shall not unreasonably be withheld, it its sole and absolute discretion. No alteration, improvement, installation or addition made by Tenant shall endanger or impair the structure of, or decrease the value, utility or cubic area of, the Demised Premises or the Building.

Section 16.2 All alterations, improvements or installations made or done by Tenant in, on or to the Demised Premises or any parts or facilities thereof shall be done in a good and workmanlike manner and in conformity with all Laws, and with all necessary governmental permits or authorizations and in accordance with plans and specifications approved in writing by Landlord. The originals or certified copies of all such approvals, authorizations, and permits, and upon completion of any alteration, addition or improvement, a complete set of reproducible "as built drawings" shall be delivered to and retained by Landlord. All alterations, additions, and improvements made hereunder by Tenant shall be performed in a first-class workmanlike manner. At all times when any such work is in progress, Tenant shall maintain or cause to be obtained adequate worker's compensation insurance covering all persons employed in connection with the work.

Section 16.3 Any and all alterations, improvements or installations made in, to or upon the Demised Premises by Tenant or Landlord (but not Tenant's furniture, lighting fixtures, trade fixtures and movable trade equipment, counters and shelving or signs installed by Tenant) shall be surrendered with the Demised Premises as part thereof at the expiration or other termination of the term of this Lease, however, Landlord may require that Tenant remove any improvements or alterations installed in violation of the terms of this Lease. Prior to surrender of possession, Tenant shall remove all personal property and surrender the Demised Premises in good broom clean condition, free and clear of all Hazardous Substances and violations of applicable Laws.

Section 16.4 Tenant agrees to indemnify and save harmless Landlord against and from any and all claims for injury, loss or damage to person or property caused by or resulting from the work in connection with any alterations, improvements, installations or additions in, to or upon the Demised Premises made by Tenant or by anyone claiming under Tenant.

ARTICLE XVII - INTENTIONALLY DELETED

ARTICLE XVIII - LANDLORD'S ACCESS

In addition to its rights of use outlined in Article XI above, Landlord shall have the right, during reasonable business hours and without unreasonable interference with the operation of the business conducted therein, and upon not less than twenty-four (24) hours' written notice to Tenant, to enter upon the Demised Premises for the purpose of inspecting same, or making repairs and replacements thereto or therein or exhibiting the same to prospective purchasers or mortgagees of the Building or the Demised Premises. Without limiting the foregoing, Landlord shall also have the right, in the event of an emergency, to enter the Demised Premises at such time or times as shall be required by such emergency upon such telephone or other notice to Tenant as shall be practicable under the circumstances.

ARTICLE XIX - DEFAULT PROVISIONS AND LANDLORD REMEDIES

Section 19.1 Default. The occurrence of any one or more of the following events shall constitute a default ("**Default**") of Tenant under this Lease:

(i) Tenant shall fail to pay any installment of Basic Rent or Additional Rent or other sums due under this Lease within five (5) business days of written notice that same is past due;

(ii) Tenant shall fail to observe or perform any of the covenants, terms and conditions contained in this Lease on Tenant's part to be observed or performed (other than the covenants covered by subsection (i) above), and such failure shall continue and not be cured for a period of thirty (30) days after written notice to Tenant by Landlord; or if more than thirty (30) days is reasonably required to cure such failure with reasonable diligence, Tenant shall not have promptly commenced to correct the same within thirty (30) days after such written notice from Landlord, or shall, having promptly commenced to correct such failure, thereafter fail to pursue the same to completion with reasonable diligence within ninety (90) days;

(iii) Tenant shall have recorded or attempted to record this Lease or a memorandum of this Lease;

(iv) Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation or dissolution or similar relief under any present or future bankruptcy Laws of the United States or any other country or political subdivision thereof (collectively, "**Bankruptcy Relief**"), or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of all or any substantial part of its properties, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(v) if within sixty (60) days after the commencement of any proceedings against Tenant seeking any Bankruptcy Relief, such proceedings shall not have been dismissed, or if, within sixty

(60) days after the appointment, without the consent or acquiescence of Tenant, or any trustee, receiver or liquidator of Tenant or of all or any substantial part of its property, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated;

(vi) Tenant shall (a) fail to take possession of the Demised Premises; (b) fail to continuously operate its business in the Demised Premises; (c) abandon or vacate the Demised Premises prior to the expiration of the term hereof; (d) Tenant shall suffer or permit any execution, attachment or other similar process to issue against or affect a substantial portion of its property or assets, or suffer or permit the Demised Premises to be taken and/or occupied or attempted to be taken and/or occupied by one other than Tenant or a taking authority; (e) Tenant shall remove or attempt to remove its goods or property from the Demised Premises, other than in the ordinary course of its business; or (f) Tenant shall effect or attempt to effect an hypothecation, mortgage, transfer and/or assignment of this Lease and/or sublet, lease and/or otherwise permit the Demised Premises to be occupied by someone other than Tenant, except as herein provided.

Section 19.2 Landlord's Remedies. Upon the occurrence of a Default, Landlord shall have the right to do any one or more of the following as often as required, subject to Tenant's right to cure any Default as provided herein:

(i) Landlord may immediately or at any time thereafter enter upon the Demised Premises, with or without terminating this Lease, and do any and all acts Landlord may deem necessary, proper or convenient to cure such Default, for the account of and at the expense of Tenant, and Tenant agrees to pay Landlord, upon demand as Additional Rent, all damages and/or reasonable expenses incurred by Landlord in so doing;

(ii) Landlord shall have the right to terminate this Lease and Tenant's right to possession of the Demised and, discontinue furnishing of utilities and services to the Demised Premises, take possession of the Demised Premises pursuant to legal process and remove Tenant, any occupant and any property therefrom, and distrain upon and sell any such property, without being guilty of trespass and without relinquishing any rights of Landlord against Tenant; and

(iii) If this Lease is terminated by Landlord pursuant to Article XIX, Tenant nevertheless shall remain liable for any Base Rent and Additional Rent then unpaid and for the unexpired portion of the Term (together with any extension period to which Tenant is then bound by exercise of a right of renewal or otherwise) and to recover from Tenant the amount herein covenanted to be paid as Base Rent and Additional Rent and then not paid and damages which may be due or sustained prior to or following such termination, all reasonable costs, fees and expenses including, but not limited to, reasonable attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises to others from time to time (all such Base Rent, Additional Rent, damages, costs, fees and expenses being referred to herein as "**Termination Damages**") less the amounts, if any, which Landlord shall receive during such period from others to whom the Demised Premises may be rented, in which case such Damages shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following termination of the Lease and continuing until the date on which the Term would have expired but for such termination; any suit or action brought to collect any such Damages for any month shall not in any manner prejudice the right of Landlord to collect any Damages for any subsequent month by a similar proceeding; or (b) an amount equal to the present worth (as of the date of such termination) of Base Rent and Additional Rent and not then paid

(including all accelerated amounts); which, but for termination of this Lease, would have become due during the remainder of the Term, less the fair rental value of the Demised Premises, as determined by an independent real estate appraiser who is a member of the American Institute of Real Estate Appraisers (M.A.I.) named by Landlord, in which case such Damages shall be payable to Landlord in one lump sum on demand and shall bear interest at the Lease Interest Rate until paid. For purposes of this clause (b), "present worth" shall be computed by discounting such amount to present worth at a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the location of the Building;

(iv) In addition, Landlord shall have the right to recover from Tenant all reasonable expenses of any proceedings (including, but not limited to, attorney's fees) which may be necessary in order for Landlord to enforce its remedies under this Lease, all expenses of re-renting the Demised Premises, including, but not limited to, any commissions paid to any real estate broker, advertising expenses and the costs of such repairs as Landlord in its sole judgment considers advisable and necessary for the purpose of re-renting or attempting to re-rent the Demised Premises.

Section 19.3 No act or thing done by Landlord shall be deemed to be an acceptance of Tenant's surrender of the Demised Premises, unless Landlord shall execute a written agreement of surrender with Tenant. Tenant's liability hereunder shall not be terminated by the execution of a new lease of the Demised Premises or any portion thereof by Landlord. In the event Landlord enters into any new lease for all or a portion of the Demised Premises, there shall be credited against the amount of any judgment received by Landlord in respect of Base Rent, Additional Rent or other damages all amounts then received by Landlord from such re-renting of the Demised Premises, less all costs and expenses relating to such re-renting as described in Section 19.2 above.

Section 19.4 Landlord shall credit toward, on account of its damages, any Base Rent, Additional Rent, Security Deposit or other monies received by it from Tenant or others on behalf of Tenant.

Section 19.5 In the event that Landlord does not elect to compute damages pursuant to clause (b) of Section 19.2(iii), Landlord shall make a reasonable and good faith effort to mitigate its damages by attempting to relet all or part of the Demised Premises (which may include concessions including, but not limited to, free or abated payment of Base Rent and/or Additional Rent); provided that:

(i) Landlord shall have no obligation to promote or otherwise give preference to the reletting of the Demised Premises over other rental space in the Building or any building owned by Landlord,

(ii) Landlord shall not be liable in any way whatsoever for its inability to relet the Demised Premises or for failure to collect the rent pursuant to such reletting of the Demised Premises,

(iii) Landlord shall not be required to accept as a tenant any party intending to use the Demised Premises in a manner not acceptable to Landlord or which violates any agreement to which Landlord is a party or by which it is bound,

(iv) Landlord shall not be required to lease the Demised Premises at a rent determined by Landlord to be less than its current full market value or to a tenant that does not possess adequate creditworthiness,

(v) Landlord shall not be required to enter into a lease with terms inconsistent with Landlord's leasing practices and policies or which requires alterations, improvements or other terms that are unacceptable to Landlord, and

(vi) Landlord shall not negotiate with any third party for the leasing of the Demised Premises until Landlord obtains possession of the Demised Premises.

Section 19.6 Interest. Any sums payable by Tenant hereunder, which are not paid after the same shall be due, shall bear interest from that day until paid at the Lease Interest Rate.

Section 19.7 Injunctive Relief. Landlord shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or provision of this Lease, or to a decree compelling performance of any covenant, agreement, condition or provision of this Lease.

Section 19.8 Attorneys' Fees. In the event of any litigation between Landlord and Tenant arising under this Lease, the prevailing party shall be reimbursed by the other party upon demand for all costs, charges and expenses, including reasonable fees of attorneys, incurred by the prevailing party in such action or proceeding. Tenant shall pay to Landlord upon demand all costs, charges and expenses, including reasonable fees of attorneys and others retained by Landlord, incurred by Landlord to recover possession of the Demised Premises and/or to enforce Tenant's obligations, or to enforce any other Terms under this Lease.

Section 19.9 Landlord's Right to Cure Default. In the event Tenant is in Default or breach under this Lease or shall otherwise fail to comply fully with any of its obligations or conditions hereunder, Landlord shall have the right (but not the obligation), at its option, to cure such Default or breach, at Tenant's expense, upon twenty (20) days prior written notice to Tenant, except in the case of an emergency in which event no notice need be given. Tenant agrees to reimburse Landlord promptly, as Additional Rent, for all costs and expenses incurred as a result thereof or in connection therewith, together with interest at the Lease Interest Rate, which interest shall be payable from the date on which Landlord makes any such payment to the date on which Tenant reimburses Landlord for such costs and expenses. Any action so taken by Landlord pursuant to this Lease shall not serve to waive or release Tenant from its performance of any obligation hereunder. Tenant shall also pay, upon demand by Landlord, all costs, charges and expenses, including reasonable fees of attorneys and others retained by Landlord, incurred by Landlord in any action or proceeding in which Tenant causes Landlord to become a party or otherwise involved.

Section 19.10 Landlord Default. Landlord shall not be in Default of any of the terms of this Lease unless Landlord shall fail to observe or perform any of the covenants, terms and conditions contained in this Lease on Landlord's part to be observed or performed, and such failure shall continue and not be cured for a period of thirty (30) days after written notice to Landlord by Tenant specifying such failure; or if more than thirty (30) days is reasonably required to cure such failure with reasonable diligence, Landlord shall not have promptly commenced to correct the same within thirty (30) days after such written notice from Tenant, or shall, having promptly commenced to correct such failure, thereafter fail to pursue the same to completion with reasonable

diligence. In the event Landlord defaults under this Agreement, and fails to cure said default pursuant to any curative period provided herein, Tenant, as its sole and exclusive remedy, shall have the right to terminate this Lease with twenty (20) days' written notice, after which Tenant shall be relieved of his obligations hereunder, including the payment of all sums due hereunder from the date of default forward for the remaining term of the Lease.

ARTICLE XX - CUMULATIVE REMEDIES: NO WAIVER

Section 20.1 The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants hereof on Tenant's part to be performed, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

ARTICLE XXI - DESTRUCTION OR DAMAGE BY FIRE OR OTHER CASUALTY

Section 21.1 If the Demised Premises shall be partially or totally damaged or destroyed by fire or other cause (whether or not the damage or destruction shall have resulted from the fault or neglect of Tenant, or its employees, agents or visitors) then Landlord, to the extent of available insurance proceeds, but subject to the provisions of Section 21.5, shall repair the damage and restore and rebuild the Demised Premises with reasonable dispatch, as nearly as practicable to the condition thereof which existed as of the Commencement Date (it being accepted and agreed that Tenant, and not Landlord, shall be obligated to restore the Demised Premises to the extent of any improvements and alterations made by Tenant from and after the Commencement Date). During the period following any such damage or destruction, there shall be an equitable abatement of Base Rent and Additional Rent to the extent that the Demised Premises is not tenantable by Tenant. Notwithstanding anything contained herein to the contrary, in no event shall Tenant be relieved of liability or responsibility for damage or destruction resulting from the acts or neglect of Tenant or any of its sublessees or its or their employees, agents, contractors, visitors, licensees or invitees, nor shall Landlord be deemed to have waived any of its rights under this Lease or at law or in equity. Landlord shall have the right to receive all insurance proceeds from Landlord's Insurance.

Section 21.2 Landlord will not carry separate insurance of any kind on Tenant's property or any improvements or alterations made to the Demised Premises by Tenant. Landlord shall not

be obligated to repair any damage thereto or restore or replace same, the repair, restoration and replacement of which shall be Tenant's responsibility and Tenant shall carry appropriate insurance thereon and on all improvements and betterments made for or on behalf of Tenant in the Demised Premises, and as otherwise required by this Lease.

Section 21.3 In the event of the termination of this Lease pursuant to Section 21.5, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if such date were the date originally set forth herein as the expiration date of the term hereof, and the Base Rent and Additional Rent payable hereunder shall be apportioned as of such date.

Section 21.4 The provisions of this Article shall be considered an express agreement governing any case of damage or destruction of the Demised Premises by fire or other casualty, and any provisions of Laws providing for a contingency in the absence of an express agreement and any other law of like import, now or hereafter in force, shall have no application to the Demised Premises and this Lease.

Section 21.5 Notwithstanding anything herein contained to the contrary, in the event that that the Demised Premises or the Building is (i) damaged more than fifty (50%) percent of the cost of replacement thereof, or (ii) shall be damaged in whole or in part during the last year of the Initial Term of this Lease or at any time during any Renewal Period, or (iii) in the event Landlord's insurance proceeds are insufficient or unavailable to permit Landlord's restoration, or (iv) in any event that prevents Landlord's restoration, then in such event, Landlord or Tenant may terminate this Lease by notice given within thirty (30) days after such event and upon the date specified in such notice, which shall be not more than thirty (30) days after the giving of said notice, this Lease shall terminate, and Tenant shall vacate and surrender the Demised Premises to Landlord and Landlord shall retain all insurance proceeds with respect thereto without claim by Tenant.

ARTICLE XXII - INTENTIONALLY DELETED

ARTICLE XXIII – NOTICES

Section 23.1 All notices, requests, consents, approvals, and other communications required or permitted under this Lease shall be in writing and shall be deemed delivered upon (i) personal delivery, (ii) deposit with a nationally recognized overnight delivery service, or (iii) transmission by email to the addresses provided below or as subsequently designated in writing by either party. Notices sent by email shall be deemed delivered on the date of transmission if sent during normal business hours, or the next business day if sent after business hours. Either party may change its address for notices and/or copies of notices by given written notice to the other party in accordance with this Article.

To Landlord:

City of Pensacola
Attention: Director of Parks and Recreation
PO Box 12910, Pensacola, FL 32521

With a copy to: City of Pensacola
Attn: City Attorney
222 W. Main Street, Pensacola, FL 32502
Legal@cityofpensacola.com

To Tenant: Steel Pony LLC
Attention: Kyree Whitehead
1712 N 58th Avenue, Pensacola, FL 32506
kyreewhitehead@gmail.com
steelponychef@gmail.com

ARTICLE XXIV – HOLDOVER

Section 24.1 Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of law then in force, in connection with any holdover proceedings which Landlord may institute to enforce the provisions of this Lease. If the Demised Premises are not surrendered upon the termination of this Lease, Tenant hereby indemnifies Landlord against liability resulting from delay by Tenant in so surrendering the Demised Premises, including any claims made by any succeeding tenant or prospective tenant founded upon such delay. In the event Tenant remains in possession of the Demised Premises or the Building after the expiration of this Lease or sooner termination, Tenant, at the option of Landlord, shall be deemed to be occupying the Demised Premises either as a holdover tenant or as a tenant from month to month, at a monthly use and occupancy rate or rental, as the case may be, equal to one hundred fifty (150%) percent of the Base Rent payable during the last month of the Term, subject to all of the other terms of this Lease insofar as the same are applicable to a holdover tenant or month-to-month tenant, as the case may be. Tenant's obligations under this Article shall survive the termination of this Lease.

ARTICLE XXV-- DEFINITION OF LANDLORD

Section 25.1 The term "Landlord", whenever used in this Lease, shall mean the then owner at the time of Landlord's interest in this Lease. Each owner from time to time of the Landlord's interest in this Lease shall be liable with respect to the covenants and other obligations of Landlord hereunder (which covenants and obligations shall run with the Demised Premises only so long as such owner shall be the owner of the Landlord's interest in this Lease), and such owner shall not be so liable after any sale or other conveyance or transfer of Landlord's interest in this Lease.

Section 25.2 It is understood and agreed that, notwithstanding any other provision of this Lease, Landlord's liability under this Lease with respect to monetary claims by Tenant arising hereunder, or other claims by Tenant hereunder which may be converted into monetary claims, shall be limited to Landlord's equity interest in the Demised Premises and neither Landlord nor any stockholder, partner or principal of Landlord shall have any personal liability to Tenant arising hereunder.

ARTICLE XXVI - MISCELLANEOUS PROVISIONS

Section 26.1 In any case where either party hereto is required hereunder to do any act, a delay in the performance of such act caused by or resulting from act of God, riot, civil commotion, strikes, lock-out, acts, orders or regulations of governmental authority, acts or failure to act of the other party, fire, tornado, windstorm, adverse weather conditions or other causes beyond such party's reasonable control (collectively "**Force Majeure**"), shall not be counted in determining the time for completion of the performance of such act, whether such be herein designated as a specific date, a fixed period of time or a reasonable time. It is expressly understood and agreed, however, that the provisions of the preceding sentence shall not apply to, or operate to postpone, defer or extend or otherwise affect to make payments of Rent pursuant to this Lease.

Section 26.2 If any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, such determination shall not affect any of the other provisions of this Lease and such other provisions shall remain in force and effect. If any provision of this Lease shall be capable of two constructions, one of which would render the provision valid and the other of which would render it invalid, then such provision shall have the construction and meaning which would render it valid.

Section 26.3 If, at any time after the commencement of the term hereof, Landlord shall make written request therefor, Tenant shall, within ten (10) business days after such request, deliver to Landlord a written instrument, duly executed by Tenant, certifying, if such be the case: (i) that this Lease is in force and effect; (ii) that this Lease has not been modified, amended or supplemented or specifying the modification, amendment or supplement; (iii) that Landlord is not in default hereunder, or if it is then in default, specifying the nature of the default and whether or not the time period for curing same has expired; (iv) the date or dates through which Rent has been paid; and (v) that there are no offsets or deductions against Rent, or if any are claimed, specifying the amount thereof and the basis therefor.

Section 26.4 This Lease, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the Laws of the state in which the Demised Premises are located.

Section 26.5 Landlord and Tenant each hereby represent to the other that they have dealt with no broker or brokers in connection with the negotiation, execution and delivery of this Lease, other than Landlord's dealings with Michael Carro and SVN Southland ("**Broker**"), whose fee is the responsibility of Landlord. Landlord and Tenant shall each defend and indemnify the other from and against any and all claims or demands for brokerage commissions and fees made by any party or parties whom either Landlord or Tenant are alleged to have dealt in connection herewith, other than as set forth above.

Section 26.6 The term "Lease Interest Rate" as used in this Lease shall be deemed to mean the prime rate of interest from time to time being charged by Citibank N.A. of New York, New York to its most creditworthy customers.

Section 26.7 Provided that Landlord does not eliminate Tenant's access to the Premises or unreasonably interfere with Tenant's business operations, Landlord shall have the right, from time to time during the term of this Lease, to promulgate rules and regulations or to modify or amend the rules and regulations as Landlord shall, in its sole discretion deem appropriate and necessary for the operation of the Building.

Section 26.8 To the extent permitted by applicable Law, the parties hereto waive a trial by jury on any or all issues arising in any action or proceeding between them or their successors under or connected with this Lease or any of its provisions, any negotiations in connection therewith, or Tenant's use or occupation of the Demised Premises.

Section 26.9 Unless consented to in writing by Landlord, which consent may be withheld in Landlord's sole discretion, no memorandum or short form of this Lease shall be recorded by Tenant.

Section 26.10 Tenant covenants and agrees to pay to Landlord upon demand, as Additional Rent, a sum equal to all reasonable costs and expenses (including attorneys' fees, costs of investigation and disbursements) incurred by Landlord in enforcing any or all of its rights hereunder, specifically including the cost of collecting sums due, whether or not an action or proceeding is commenced, or levying and collecting on any judgment or arbitration award in Landlord's favor.

Section 26.11 The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Landlord will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Tenant shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Tenant.

Section 26.12 The following disclosure is made pursuant to Section 404.056(5), Florida Statutes: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

Section 26.13 In compliance with the provisions of F.S. 448.095, the parties to this Lease and any subcontractors engaged in the performance of this Lease hereby certify that, to the extent required by Law, they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 26.13 This Lease is expressly contingent upon the due execution and delivery to Landlord of that certain Lease Guaranty attached to this Lease as Exhibit C by Kyree S. Whitehead, Eric Banville and Anthony Hunt.

ARTICLE XXVII - SUCCESSORS AND ASSIGNS

Section 27.1 The parties hereto hereby covenant and agree that the terms, conditions, covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns, subject to the provisions of this Lease.

ARTICLE XXVIII – CAPTIONS

Section 28.1 The captions set forth below the Article number or elsewhere in this Lease are for convenience of reference only and in no way define, limit or describe the meaning, scope or intention of this Lease or of any of its provisions or in any way affect this Lease.

ARTICLE XXIX - SECURITY DEPOSIT

On or before the Commencement Date, Tenant shall deposit with Landlord the sum of Three Thousand and 00/100 Dollars ($3,000.00) as a "Lease Security Deposit". This sum shall be retained by Landlord as security for performance of all of Tenant's obligations under the terms of this Lease. If at any time Tenant defaults in any provision of this Lease, Landlord will have the right to use the Lease Security Deposit or as much of it as may be necessary to pay any Rent in default, any expense incurred by Landlord in curing any default by Tenant, or any damages incurred by Landlord by reason of Tenant's default. Tenant will not be entitled to interest on the Lease Security Deposit.

ARTICLE XXX - FIRE EXTINGUISHER AND GREASE TRAP

Section 30.1Fire Extinguisher. If required by code, Tenant shall install, maintain and replace as necessary a fire extinguishing system and grease filters within the hood and duct of the cooking facility which satisfies the requirements now and hereafter established by municipal codes and Landlord's property insurer and to provide Landlord with a certificate evidencing that this system has been installed. Tenant acknowledges that grease can damage the roof. Therefore, Tenant agrees to regularly clean and maintain the cooking exhaust system and ductwork (consistent with industry standards and manufacturers recommendations) in order to avoid offensive odors and to prevent damage to the roof. Additionally, Tenant shall install (and maintain and replace as necessary) any additional equipment necessary to protect Landlord's roof system from grease (e.g., a sand pan).

Section 30. 2 Grease Traps. If required by code, Tenant shall install, maintain and replace as necessary grease traps immediately inside the Building and/or Demised Premises connecting all lines from the Leased Premises to the main sanitary branch as required by the Escambia County Code and/or any other governmental authority having jurisdiction over the Building and/or Demised Premises. The grease traps shall be installed in compliance with all local laws and regulations. Any upgrading to the sanitary or sewer lines necessitated by the installation of the grease traps shall be performed at Tenant's expense. Tenant shall restore any parking or landscape

area disturbed in connection with the installation of these traps to a condition equal to that existing prior to the work.

ARTICLE XXXI - SURRENDER

Section 31.1 Tenant shall, upon the expiration or sooner termination of the Term of this Lease, surrender to Landlord the Building and Demised Premises, together with all alterations and replacements thereof then in the Building and Demised Premises (other than improvements required to be removed in accordance with Section 16.3), in good order, condition and repair, except for reasonable wear and tear. Title to all of Tenant's trade fixtures, furniture and equipment installed in the Building and Demised Premises shall remain in Tenant, and, upon expiration or sooner termination of the term of this Lease, the same shall be removed and any resultant damage to the Building and/or the Demised Premises shall be repaired by and at the expense of Tenant. In the event that the term of the Lease shall be terminated prior to the originally stated Expiration Date or the Expiration Date as may be extended in accordance with the terms of Article 2.2 of the Lease, as the case may be, and in addition to Tenant's obligation to remove all of Tenant's trade fixtures, furniture and equipment and pay for any resultant damage to the Demised Premises occasioned by such removal, Tenant shall also reimburse Landlord for the reasonable and necessary costs incurred by Landlord to return the Building and Demised Premises to tenantable condition, but not for the cost of remedying reasonable wear and tear to the Building and Demised Premises. The provisions of this Article shall survive the expiration or sooner termination of the term of this Lease.

ARTICLE XXXII - ENTIRE AGREEMENT

This instrument, together with the Exhibits attached hereto (all of which shall be deemed part of this Lease), contains the entire agreement and understanding between the parties hereto with respect to the lease of the Building and/or Demised Premises to Tenant. No statements, representations, prior agreements or understanding not herein set forth shall have any force or effect unless appropriate amendment is executed by all parties hereto. This Lease shall become effective only upon execution hereof by both parties hereto and delivery of a fully executed original hereof to Tenant.

[Separate signature pages follow.]

IN WITNESS WHEREOF the parties hereto have duly executed this Lease as of the date first above written, which date shall be deemed to be and shall be referred to as the date of this Lease.

Landlord:

CITY OF PENSACOLA, a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to substance:

By: _____
Kerry Shanaghan, Interim Parks and Recreation Director

Approved as to form:

By: _____
Adam C. Cobb, City Attorney

[A separate signature page follows.]

:

TENANT:

Steel Pony LLC
Sign _____
Print _____
Title _____

EXHIBIT A
DEMISED PREMISES

[TO BE INSERTED]

EXHIBIT B
EQUIPMENT

[TO BE INSERTED]

EXHIBIT C

LEASE GUARANTY

In order to induce the City of Pensacola ("**Landlord**") to enter into that certain Lease Agreement dated _____, 2025 (the "**Lease**") between Landlord and Steel Pony LLC ("**Tenant**"), and in consideration of the benefits inuring to the undersigned (collectively, the "**Guarantor**") under said Lease, the receipt and sufficiency of which is represented by the Guarantor to Landlord to be sufficient and adequate, the Guarantor hereby unconditionally guarantees the performance of all of Tenant's obligations under the Lease, including, without limitation, the payment of rental as provided therein. This Guaranty shall remain in full force throughout the original lease term and any renewals thereof. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of Landlord and its successors and assigns. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several.

This Guaranty is a guaranty of payment and performance and not of collection. Guarantor hereby waives notice of acceptance of this Guaranty agreement and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices to it of default by Tenant under the Lease, and hereby waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. Guarantor further agrees that Landlord shall not be first or concurrently required to enforce against Tenant or any other person, any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor, nor shall the liability of the Guarantor be affected by the insolvency, bankruptcy (voluntary or involuntary), or reorganization of Tenant, nor by the voluntary or involuntary liquidation, sale, or other disposition of all or substantially all of the assets of Tenant, or by the release of any other guarantor.

Guarantor further agrees (1) to indemnify and hold harmless Landlord from and against any claims, damages, expenses, or losses, including to the extent permitted by law, the reasonable fees of an attorney (including in-house and staff counsel), resulting from or arising out of any breach of the Lease by Tenant or by reason of Tenant's failure to perform any of its obligations thereunder, and (2) to the extent permitted by law, to pay any costs or expenses, including the reasonable fees of an attorney (including in-house and staff counsel), incurred by Landlord in enforcing this Guaranty.

The Guarantor acknowledges that Landlord may assign its rights under the Lease to an institutional investor as security for a loan to be made by such institutional investor to Landlord, and as long as any indebtedness of Landlord shall be outstanding and such assignment of the Lease shall exist, such institutional investor assignee shall be entitled to bring any suit, action or proceeding against the undersigned for the enforcement of any provision of this Guaranty, and it shall not be necessary in any such suit, action or proceeding to make Landlord a party thereto.

All existing and future advances by Guarantor to Tenant and all existing and future debts of Tenant to any Guarantor shall be subordinated to all obligations owed to Landlord under

the Lease and this Guaranty. Guarantor assumes the responsibility to remain informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of Tenant's default, which reasonable inquiry would reveal, and agrees that Landlord shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstance. Landlord shall not be required to inquire into the powers of Tenant or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty. Each Guarantor hereby represents and warrants to Landlord that such Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. The provisions in the Lease relating to the execution of additional documents, legal proceedings by Landlord against Tenant, severability of the provisions of the Lease, interpretation of the Lease, notices, waivers, the applicable laws which govern the interpretation of the Lease and the authority of Tenant to execute the Lease are incorporated herein in their entirety by this reference and made a part thereof. Any reference in those provisions to "Tenant" shall mean each Guarantor and any reference in those provisions to the "Lease" shall mean this Guaranty.

If any one or more of the provisions of this Guaranty shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Guaranty shall be construed according to the laws of the state where the Leased Premises are located (the "State"). By execution hereof, the undersigned specifically consent to this choice of law designation and consent that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from this Guaranty or the Lease shall be litigated only in the courts located in the State, and the undersigned (i) consent and submit to the in personam jurisdiction of any state or federal court locating within the State, (ii) waive any right to transfer or change the venue of litigation brought against the undersigned, and (iii) agree to service of process, to the extent permitted by law, by mail.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ACKNOWLEDGING THAT THE CONSEQUENCES OF SAID WAIVER ARE FULLY UNDERSTOOD, THE UNDERSIGNED HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY, THE RIGHT TO INTERPOSE ANY DEFENSE BASED UPON ANY STATUTE OF LIMITATIONS, ANY CLAIM OF LACHES AND ANY SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY ACTION OR PROCEEDING INSTITUTED AGAINST THE UNDERSIGNED OR ANY OTHER PERSON LIABLE ON THE LEASE.

[Separate signature pages follow.]

IN WITNESS WHEREOF, Guarantor(s) has/have caused this instrument to be executed this ____ day of _____, 2025.

Personal Guarantor:

By: Kyree S. Whitehead, Individual Date _____

Copy of Driver's License ___ SS# _____ DOB _____

Personal Guarantor:

By: Eric Banville, Individual Date _____

Copy of Driver's License ___ SS# _____ DOB _____

Personal Guarantor:

By: Anthony Hunt, Individual Date _____

Copy of Driver's License ___ SS# _____ DOB _____

ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____ 2025, before me, the undersigned, a Notary Public in and for the Count and State aforesaid, came _____, who is/are personally known to me to be the same person(s) who executed the foregoing Guaranty and he/she/they acknowledged the execution of the same as his/her/their free and voluntary act(s) and deed(s).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

_____ Notary Public

My Commission expires: _____

ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____ 2025, before me, the undersigned, a Notary Public in and for the Count and State aforesaid, came _____, who is/are personally known to me to be the same person(s) who executed the foregoing Guaranty and he/she/they acknowledged the execution of the same as his/her/their free and voluntary act(s) and deed(s).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

_____ Notary Public

My Commission expires: _____

ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____ 2025, before me, the undersigned, a Notary Public in and for the Count and State aforesaid, came _____, who is/are personally known to me to be the same person(s) who executed the foregoing Guaranty and he/she/they acknowledged the execution of the same as his/her/their free and voluntary act(s) and deed(s).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

_____ Notary Public

My Commission expires: _____

L E A S E

This Lease ("**Lease**") is made this __ day of ____, 2025, by and between City of Pensacola (hereinafter "**Landlord**"), whose post office address is PO Box 12910, Pensacola, FL 32521, and Steel Pony, LLC, a Florida limited liability company (hereinafter "**Tenant**"), whose post office address is 1712 N 58th Avenue, Pensacola, FL 32506.

Basic Terms

The following basic terms are hereby approved by the parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:

a. Landlord: City of Pensacola
b. Address of Landlord: PO Box 12910, Pensacola, FL 32521
c. Tenant: Steel Pony LLC
d. Address of Tenant: 1712 N 58th Avenue, Pensacola, FL 32506
e. Operating Name of Tenant: Steel Pony Diner
f. Leasable Area of Demised Premises: 7464 square feet of an approximately 13989 SF Building. The Demised Premises represents 53.36% of the total square footage of the Building
g. Commencement Date: October 1, 2025
h. Rent Commencement Date: November 1, 2025
i. Term of Lease: Ends on September 30, 2028
j. Base Rent: $1500 per month
k. Security/Damage Deposit: $3,000.00
l. Permitted Use of Demised Premises: Restaurant, Bar and Event Space Rental

ARTICLE I – DEMISED PREMISES

Section 1.1 Demised Premises. The premises demised and leased to Tenant hereunder shall consist of approximately 7,564 square feet ("**Demised Premises**") located within the approximately 13,989 square foot building located at 300 Tonawanda Drive, Pensacola, FL 32506 (hereinafter called the "**Building**"). The Demised Premises is depicted in Exhibit A attached hereto. For the avoidance of doubt, the Demised Premises comes equipped with all that certain equipment and personal property listed on Exhibit B attached hereto ("**Equipment**"). Such Equipment is and shall remain the property of the City. For the avoidance of doubt, any reference to the "Demised Premises" as used herein shall further include the Equipment.

Section 1.2 Delivery. Tenant shall take possession of the Demised Premises in its "As Is" Condition on the Commencement Date (defined below). Tenant's acceptance of and entry into possession shall be deemed its consent and agreement that all mechanical, electrical and plumbing systems servicing the Demised Premises are in proper working condition.

ARTICLE II – TERM, COMMENCEMENT, RENT COMMENCEMENT, EXPIRATION DATE, AND RENEWAL PERIOD

Section 2.1 Lease and Rent Commencement. The initial term of this Lease (the "**Initial Term**") shall commence on October 1, 2025 (the "**Commencement Date**") and shall expire on September 30, 2028 (the "**Expiration Date**"), subject to extension pursuant to Section 2.2, and unless sooner terminated as herein provided.

Section 2.2 Renewal Option. Provided that: (i) this Lease has not been previously terminated; (ii) no Default has occurred and continued beyond applicable notice and cure periods, if any, at the time that Tenant shall exercise its right to renew this Lease or at the commencement of the Renewal Term; (iii) the originally named Tenant, or its permitted assignee, physically occupies and conducts business at the Demised Premises at the time that Tenant shall exercise its right to renew this Lease, and at the commencement of the Renewal Term; and (iv) Tenant gives written notice of its election to extend the Term of this Lease no later than nine (9) months prior to the expiration of the Initial Term, Tenant shall have one (1) option to renew this Lease for the Demised Premises for an additional term of three (3) years (the "**Renewal Term**"), which Renewal Term shall commence on the date immediately following the expiration date of the Initial Term. The Base Rent payable during the Renewal Term shall be determined in accordance with the terms set forth in Article 3, and all other terms, covenants, conditions, provisions and agreements of this Lease, including, but not limited to, the provisions for Additional Rent, shall be applicable during the Renewal Term, except that Landlord shall have no obligation whatsoever to make any alterations, additions or improvements to the Demised Premises in connection with the Renewal Term or to provide funds to Tenant for such purposes. In the event Tenant does not timely exercise the option to renew this Lease, or if Tenant is otherwise disqualified from exercising such option, then such option and any succeeding option shall become null and void and be of no further force or effect. The Initial Term and Renewal Term(s), if any, shall collectively be referred to as the "Term."

ARTICLE III - RENT

Section 3.1 Base Rent. Beginning on the Rent Commencement Date and continuing on or before the first day of each successive calendar month during the Term of this Lease, Tenant shall pay to Landlord base rent in the amount of $1,500 per month, along with all applicable sales and use taxes as may be payable in relation thereto ("**Base Rent**"). Such Base Rent shall be paid promptly when due, without notice or demand therefor, and without any abatement, deduction or set-off for any reason whatsoever, except as may be expressly provided in this Lease.

Section 3.2 Additional Rent. In addition to the Base Rent and beginning on the Rent Commencement Date and continuing on or before the first day of each successive calendar month during the Term of this Lease, Tenant shall pay to Landlord (1) 8% of all gross sales over $18,750 made by Tenant at or relating to its use of the Demised Premises, and (2) 50% of all gross revenue received for event space rentals, during the immediately preceding calendar month ("**Additional Rent**"). Such Additional Rent shall be paid promptly when due, without notice or demand therefor, and without any abatement, deduction or set-off for any reason whatsoever, except as may be expressly provided in this Lease, and shall be accompanied by documentation

reasonably acceptable to Landlord demonstrating the accuracy of such payment. Payment for Additional Rent accrued during the final month of the Lease Term shall be delivered to Landlord within 30 days following expiration of the Lease Term. In furtherance of Tenant's obligations in this Section, Landlord shall have the right inspect and audit Tenant's books and records, at no cost to Landlord, upon reasonable notice to Tenant, but no more than twice each calendar year.

Section 3.3 Insurance Premium Reimbursement. In addition to the Base Rent and Additional Rent, Tenant shall pay Landlord's hazard and liability insurance expenses (the "**Insurance Premium**") in monthly installments plus sales tax commencing with the Rent Commencement Date, in amounts initially estimated by Landlord, one (1) such installment being due on the first day of each full or partial month during the Lease Term. Upon written notice from Landlord to Tenant, such monthly installments shall increase or decrease from time to time to reflect the then current amount of any Insurance Premium due. When the actual amount of any such Insurance Premium is obtained by Landlord, Landlord will notify Tenant of such actual amount in writing, and of any excess or deficiency in the amount theretofore paid by Tenant as its share of such Insurance Premium. Any such excess will be credited to Tenant's account with Landlord. Tenant will pay the amount of any deficiency to Landlord within thirty (30) days following Landlord's written notice thereof. Tenant acknowledges and stipulates that Landlord has made no representations or agreement of any kind as to the total dollar amount of such Insurance Premium, actual or estimated, or Tenant's dollar share thereof. Hereinafter, the Base Rent, Additional Rent, Insurance Premium and any other amounts payable by Tenant under this Lease may collectively be referred to as "Rent."

Tenant shall neither use the Demised Premises nor permit the Demised Premises to be used or acts to be done therein which will: (a) increase the premium of any insurance described in this Article; (b) cause a cancellation of or be in conflict with any such insurance policies; (c) result in a refusal by insurance companies of good standing to insure the Building or the Demised Premises in amounts reasonably satisfactory to Landlord; or (d) subject Landlord to any liability or responsibility for injury to any person or property by reason of any operation being conducted in the Demised Premises. Tenant shall, at Tenant's expense, comply as to the Demised Premises with all insurance company requirements pertaining to the use of the Demised Premises. Tenant shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

Section 3.4 Late Payments and Late Charges. Notwithstanding anything contained herein, in the event that Landlord does not receive any installment of Rent as and when due, then, in addition to all other remedies of Landlord, Tenant will be subject to and liable for (1) a charge (a "**Late Charge**") equal to ten percent (10%) of the amount that is late, and (2) interest on all such late Rent at the "Lease Interest Rate" (as hereinafter defined), calculated from the due date thereof until paid which shall be due and payable to Landlord immediately as Rent. .

Section 3.5 Dishonored Checks. Tenant shall promptly pay to Landlord upon notice thereof the fee of Fifty and No/100 Dollars ($50.00) for costs incurred by Landlord for any dishonored check tendered by Tenant. In the event two (2) or more checks submitted by Tenant are dishonored for any reason whatsoever (except bank error) in any consecutive twelve (12)

month period, Landlord in its sole discretion may require all payments made for the next consecutive twenty-four (24) month period thereafter by Tenant to Landlord to be by certified or bank check. In such event, and during such twenty-four (24) month period, Landlord may refuse to accept a check that is not a certified or bank check and such noncertified or non-bank check submitted to Landlord shall not be deemed payment tendered to Landlord.

ARTICLE IV - REAL ESTATE TAXES

For each Lease Year during the Term of this Lease, Tenant shall, at its sole cost and expense, pay as and when due all taxes, assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed or become due and payable in relation to the use or occupation of the Leased Premises or the personal property contained therein of, during the Term of this Lease.

ARTICLE V - UTILITIES

Landlord shall make available to the Demised Premises all existing facilities (including pipes, conduits and cables ready for hookup) for water, gas, electricity, sewerage, telephone, cable and other utility for use in the Demised Premises. If Tenant shall require additional utility capacity than as provided by Landlord, Tenant shall, subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto), install such additional capacity at Tenant's expense. Tenant shall arrange with the public utility companies servicing the Building for providing services. Tenant shall pay directly the gas utility company supplying or furnishing any gas utility services to the Demised Premises, and shall be solely responsible for, at its sole expense, janitorial services for the Demised Premises. Tenant recognizes that all other utility services currently provided in the Demised Premises are metered with and/or simultaneously serve the rest of the Building. Tenant shall reimburse Landlord for its pro-rata share of all such other existing utility services supplied to or furnished to the Demised Premises, including, without limitation, electricity, waste management, water, and other public utilities. Such reimbursement payments shall be made in arrears and delivered to Landlord monthly with and as part of Tenant's monthly Rent payment. As used in this Lease, "**pro-rata share**" shall mean 53.36%.

ARTICLE VI - INSURANCE

Section 6.1 Insurance Required of Tenant. Tenant shall maintain during the Term the following coverage:

(a) Commercial general liability insurance covering operations and products with a limit of not less than One Million Dollars ($1,000,000.00) per occurrence and a general aggregate and products aggregate of not less than Two Million Dollars ($2,000,000.00) for injury or loss occurring upon, in, or about the Demised Premises and contractual liability assumed under this Lease.

(b) Physical Damage Insurance covering (i) all furniture, trade fixtures, equipment, merchandise and all other items of Tenant's property on the Demised Premises installed by, for, or at the expense of Tenant, (ii) any improvements made by Tenant, and (iii) all other improvements, alterations and additions to the Demised Premises. Such insurance shall be written on an "special form" cause of physical loss or damage basis, for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any coinsurance clauses of the policies of insurance and shall include a vandalism and malicious mischief endorsement, sprinkler leakage coverage.

(c) Workers' Compensation Insurance, in statutorily required amounts.

(d) Employer's Liability Insurance, in statutorily required amounts.

(e) If alcoholic beverages are furnished, sold, or consumed on the Demised Premises, Tenant shall maintain or cause vendor(s) operating upon the Demised Premises to maintain liquor liability insurance including coverage for bodily injury and property damage arising out of the furnishing of alcoholic beverages. Minimum limits for this coverage are $2,000,000 each common cause and in the aggregate. When alcoholic beverages are to be furnished, sold or consumed at the Demised Premises, the licensee/operator/business owner shall not furnish, or sell to or permit its employees, servants, subcontractors, or agents to furnish or sell alcoholic beverages to, or to allow such alcoholic beverages to be consumed by any person who is not of lawful drinking age and shall take reasonable actions necessary to avoid serving any person habitually addicted to the use of any or all alcoholic beverages, or any person who is, or who would reasonably be expected to be intoxicated.

(f) The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) name Landlord, Landlord's agent and any other party it reasonably specifies, as an additional insured by endorsement; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under this Article; (iii) be issued by an insurance company having a rating of not less than A XIII in Best's Insurance Guide and licensed to do business in the State of Florida; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and noncontributing with any insurance requirement of Tenant; (v) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord; (vi) contain a cross liability endorsement or severability of interest clause acceptable to Landlord and (vii) contain a waiver of subrogation endorsement in favor of Landlord. Tenant shall deliver duplicate copies of said policy or policies or original certificates thereof to Landlord on or before the date upon which Tenant shall enter the Demised Premises and at least thirty (30) days before the expiration dates thereof.

ARTICLE VII - TENANT'S INDEMNIFICATION

Section 7.1 Tenant shall indemnify and save harmless Landlord from and against any and all liability, claim, cost, expense, damage, penalties or judgments, and reasonable attorneys' fees and other expenses incident to litigation, arising from: (i) any breach, non-performance or

violation by Tenant, or Tenant's agents, employees, contractors, licensees or invitees of any covenant or provision of this Lease; or (ii) injury to person or property sustained on or about the Demised Premises or the Building resulting from any act or acts or omission or the carelessness, negligence or improper conduct of Tenant or Tenant's agents, employees, licensees, contractors, or invitees; or (iii) any occurrence in, upon, at or from the Demised Premises, or the occupancy, condition or use of the Demised Premises, except to the extent that any such injury results from Landlord's willful misconduct or gross negligence. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord to the extent of any injury, loss or damage to any person or property in or about the Building, arising from the willful misconduct or gross negligence of Landlord, its employees, agents, contractors, licensees, invitees and/ or employees.

Section 7.2 Tenant further covenants and agrees to pay, and to indemnify Landlord against, all reasonable costs, expenses and charges, including, but not limited to, attorneys' fees and other expenses incident to litigation, incurred in obtaining possession of the Demised Premises after default by Tenant or upon the expiration or earlier termination of the Term hereof, or in enforcing any covenant or agreement of Tenant herein contained.

ARTICLE VIII - WAIVER OF SUBROGATION

Section 8.1 Tenant hereby waives and releases any and all rights of action against Landlord which may hereafter arise for damage to or destruction of the Building, to or of the Demised Premises or to or of property in and contents of the Demised Premises or the Building, resulting from fire or other casualties of the kind covered by the policies actually carried or required to be carried hereunder, irrespective of the cause thereof, to the extent of said insurance carried or required to be carried, whichever is greater. Each policy of such insurance maintained by Tenant shall contain a waiver of subrogation in favor the Landlord, so long as such waiver is obtainable.

ARTICLE IX - USE OF DEMISED PREMISES

Section 9.1 Permitted Use. Tenant shall use the Demised Premises solely as, and for no other purposes than a retail operation of a Restaurant, Bar & Event Space (the "**Permitted Use**"). Tenant shall not be permitted to use the Demised Premises for any other purpose whatsoever. The Permitted Use shall be conducted in compliance with all applicable laws, rules, regulations, ordinances and requirements of all applicable governmental authorities having jurisdiction hereof (collectively, "**Laws**"). Tenant shall in all respects comply with the requirements and/or conditions associated with its obtaining and maintaining of any and all required governmental permits, certificates or approvals regarding its use and occupancy of the Demised Premises. The name, logo and menu used in operation of the Demised Premises shall be subject to Landlord's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed.

Section 9.2 Waste Management/Rubbish. Tenant shall handle and dispose of all rubbish, garbage and recyclable materials from Tenant's operations in accordance with regulations

established by Landlord, at Tenant's sole cost and expense, shall arrange for the disposal of Tenant's rubbish, garbage and recyclable materials. Tenant shall not permit the accumulation or burning of any rubbish or garbage in, on or about any part of the Demised Premises or the Building. All rubbish and garbage shall be concealed in metal containers in locations designated by Landlord.

Section 9.3 Cart Service. At all times during the Term, Tenant shall operate a cart beverage, and, at its option, food, service providing refreshments for purchase to Landlord's golf customers in the golf course adjacent to the Demised Premises ("**Cart Service**"). The Cart Service shall be provided in a professional, and first-class manner and in compliance with all Laws and with such rules and regulations as Landlord may establish from time-to-time.

Section 9.4 Hours of Operation. Notwithstanding anything herein to the contrary, Tenant shall be open for business at the Demised Premises and shall operate the Cart Service, making food and beverages available for purchase at all times, continuously during such periods that Landlord's golf course is open and operating. For avoidance of doubt, Landlord's golf course is generally open seven days a week, from sunrise to sunset, holidays excluded.

ARTICLE X - COMPLIANCE WITH LAWS; ENVIRONMENTAL, AND OTHER APPLICABLE LAWS

Section 10.1 Compliance with Laws. Throughout the Term, Tenant shall maintain the Demised Premises in a safe, clean, careful and proper manner. Tenant shall comply with all Laws, present or future, of any governmental authority whether federal, state, county or municipal, or any political subdivision of any of the foregoing which may exercise jurisdiction over the ownership, operation or maintenance of the Demised Premises or the Building; provided, however, that in complying with such Laws and documents, Tenant shall not be required to make structural alterations to the Demised Premises unless same are required as a consequence of Tenant's use of the Demised Premises. If, as a consequence of Tenant's use or occupation of the Demised Premises, any improvements are required to comply with any such Law, regulation, rule or document, Tenant shall, subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto), promptly install and maintain the same at its sole cost and expense. Tenant shall, throughout the Term, comply with any and all requirements of Landlord's insurance company or of Tenant's insurance company as same may relate to Tenant's use or occupation of the Demised Premises.

Section 10.2 Hazardous Material. Tenant shall not cause or permit any Hazardous Material, as defined below, to be brought upon, kept or used in or about the Demised Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall at all times comply with all applicable environmental laws. The foregoing, de minimus quantities of Hazardous Material customarily used in the conduct of Tenant's particular business may be used at the Demised Premises provided that such use is at all times in compliance with the manufacturer's instructions therefor and all applicable Laws; further provided, however, that in no event may any dry-cleaning services or processes ever be performed on site or in the Demised Premises. Tenant shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably

determined by the Landlord or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (1) the health, welfare or safety of persons, whether located on the Demised Premises, the Building, or elsewhere, or (2) the condition, use or enjoyment of the Demised Premises, the Building or any other real or personal property. If Tenant breaches any of the covenants contained herein, in addition to being a default under this Lease, Tenant shall be liable to Landlord for all damages resulting therefrom, and Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the Demised Premises or the Building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Demised Premises or the Building, damages arising from any adverse impact on marketing of space in the Building, any personal injury (including wrongful death) or property damage (real or personal), and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees which arise during or after the Lease Term as a result of such breach or as a result of any contamination caused or permitted by Tenant. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any Federal, state or local governmental agency or political subdivision or by the holder of any mortgage encumbering the Demised Premises or the Building. Tenant shall promptly take all actions at its sole expense as are necessary to return the Demised Premises or the Building to the condition existing prior to the introduction of any hazardous material to the Demised Premises or the Building by Tenant, its agents, invitees, contractors or employees; provided that Landlord's approval of such action shall first be obtained. The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have at law or equity and shall survive the transactions contemplated herein, and shall survive the termination of this Lease.

As used herein, the term "Hazardous Material" shall mean the following: (1) "Hazardous Substances", as defined by the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 43 U.S.C. Sec. 9601 et seq.; (2) "Hazardous Wastes", as defined by the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. Sec. 6901 et seq.; (3) any other wastes, pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable Federal, state or local law, regulations, ordinance of requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or materials, all as amended or hereafter amended; (4) more than 7 gallons of crude oil or distillate thereof which is liquid at standard conditions of temperature and press (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (5) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sec. 2011 et seq., as amended or hereafter amended; (6) the asbestiform varieties of chrysolite, crocidolite, amosite, anthophyllite, tremolite or actinolite, or asbestos in any other form, in any condition; and (7) toxic mold.

ARTICLE XI - COVENANT OF AUTHORITY AND QUIET ENJOYMENT

Section 11.1 Landlord has full right and power to execute and perform this Lease. Landlord represents and warrants that the execution of this Lease, compliance with the terms

hereof and occupation of the Property by Tenant will not conflict with, cause a breach of or constitute a default under the terms of any agreement or instrument to which Landlord is a party.

Section 11.2 Landlord covenants and agrees that in the event Tenant shall perform all covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during said term have the peaceable and quiet enjoyment and possession of the Property and easement rights herein granted, without any manner of let or hindrance from Landlord or any other person or persons. Notwithstanding the forgoing or anything in this Lease to the contrary, Landlord shall have the right upon no less than 10 days' written notice to Tenant, to the exclusive use of the Demised Premises free of charge for special events, so long as such use by Landlord does not conflict with a confirmed and pre-scheduled special event by Tenant at the Demised Premises.

ARTICLE XII - INTENTIONALLY DELETED

ARTICLE XIII - ASSIGNMENT AND SUBLETTING

Tenant shall not, either voluntarily or involuntarily, by operation of law or otherwise, assign, transfer, mortgage or otherwise encumber this Lease, or sublet the whole or any part of the Demised Premises, or permit the Demised Premises or any part thereof to be occupied by others without the express written consent of Landlord, which consent shall be in Landlord's sole

ARTICLE XIV - SIGNS

Subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto) Tenant may, at its sole cost, install or place signage on the exterior of the Building to the extent permitted by applicable Laws (collectively "**Exterior Signage**"), upon which Tenant may display its business name. All Exterior Signage shall be in compliance with all applicable Laws. Landlord makes no representation or warranty as to the type of Exterior Signage permitted by applicable Laws.

ARTICLE XV – MAINTENANCE AND REPAIRS/ LANDLORD'S RIGHT TO PERFORM

Section 15.1 During the Term, Tenant shall, at its sole cost and expense, keep the Demised Premises clean and in good order and condition. Among other things, and subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto), Tenant shall be solely responsible to:

(i) maintain general comprehensive liability insurance (including, without limitation, umbrella coverage), fire and casualty insurance, sign insurance and any other insurance required by Tenant under the provisions of Article VII;

(ii) maintain and repair all ceilings, walls and plate glass doors and windows, if any, which comprise the Demised Premises;

(iii) maintain, repair and replace any utility, sprinkler, sanitary and/or plumbing lines, fixtures, equipment or other infrastructure within or servicing the Demised Premises; and

(iv) repair, paint, maintain the Demised Premises in a first-class manner and replace any of Tenant's permitted signs and sign equipment.

Landlord shall maintain, repair, and replace, the heating, ventilating and air-conditioning equipment serving the Demised Premises (the HVAC system, only, and not any kitchen exhaust hoods or other equipment). Tenant shall reimburse Landlord for its pro-rata share of any and all related costs, fees, charges and expenses within 30 days following Landlord's request for the same.

Section 15.2 Landlord's Right to Perform Tenant's Work and Tenant's Maintenance and Repair Obligations. All repairs and replacements performed by Tenant pursuant to this Article XV shall be performed in a good and workmanlike manner and in conformity with all Laws. With respect thereto, Tenant shall, at its expense, obtain all necessary permits and approvals required in connection therewith. Notwithstanding the foregoing, in recognition of the need for Landlord to maintain strict control of the appearance of the Building, (including, without limitation, interior portions of tenant spaces), as well as ensuring that the maintenance and repair obligations of all tenants and occupants are adhered to, Landlord may, upon ten (10) business days prior written notice to Tenant, elect to perform:

(i) some or all of the obligations of Tenant contained in this Article XV;

(ii) any alterations, improvements or installations to the Demised Premises which are desired or required in accordance with the provisions of Article XVII; or

(iii) any restoration or repair which is required in accordance with the provisions of Article XXI.

In any such event, 115% of all reasonable costs and expenses thereby incurred by Landlord shall be paid or reimbursed, as the case may be by Tenant within thirty (30) days following receipt of an invoice therefor by Tenant. Any and all such payments shall constitute Rent hereunder.

Section 15.3 Landlord, and its agents and employees, shall not be liable or responsible for any damage or injury to any property of Tenant, or to any of Tenant's agents, employees, customers, licensees, invitees or contractors arising from or out of any breakage, stoppage or leakage or pipes, conduits and cables or any other occurrence, in, upon or at or from the Demised Premises, or the occupancy, condition or use of the Demised Premises or the Building, unless caused in whole or in part by the gross negligence of Landlord, its agents or employees.

Section 15.4 Tenant shall not enter upon or use the roof of the Building for any purpose, without Landlord and the Association's prior written consent, in its sole and absolute discretion. To the extent that Landlord grants its written consent for Tenant to enter upon the roof, Tenant shall not take any action which would violate or void any roof warranties, and no penetrations of the roof or work conducted by Tenant on the roof shall be performed without Landlord's prior consent, which may be withheld in Landlord's sole discretion. In the event that Tenant enters upon the roof of the Building without Landlord's prior written consent or otherwise makes any installation or roof penetration or performs any other activity on the roof without such consent in violation of the terms and conditions of this Section 15.4, then, in addition to all other rights and

remedies of Landlord hereunder, from and after the date of such violation, Tenant shall be deemed to have assumed any and all liability for the maintenance, repair and replacement of the roof and roof systems.

ARTICLE XVI – ALTERATIONS

Section 16.1 Notwithstanding anything in this Lease to the contrary, Tenant shall not make any alterations or improvements to the Demised Premises without in each instance first obtaining Landlord's written consent, which consent shall not unreasonably be withheld, it its sole and absolute discretion. No alteration, improvement, installation or addition made by Tenant shall endanger or impair the structure of, or decrease the value, utility or cubic area of, the Demised Premises or the Building.

Section 16.2 All alterations, improvements or installations made or done by Tenant in, on or to the Demised Premises or any parts or facilities thereof shall be done in a good and workmanlike manner and in conformity with all Laws, and with all necessary governmental permits or authorizations and in accordance with plans and specifications approved in writing by Landlord. The originals or certified copies of all such approvals, authorizations, and permits, and upon completion of any alteration, addition or improvement, a complete set of reproducible "as built drawings" shall be delivered to and retained by Landlord. All alterations, additions, and improvements made hereunder by Tenant shall be performed in a first-class workmanlike manner. At all times when any such work is in progress, Tenant shall maintain or cause to be obtained adequate worker's compensation insurance covering all persons employed in connection with the work.

Section 16.3 Any and all alterations, improvements or installations made in, to or upon the Demised Premises by Tenant or Landlord (but not Tenant's furniture, lighting fixtures, trade fixtures and movable trade equipment, counters and shelving or signs installed by Tenant) shall be surrendered with the Demised Premises as part thereof at the expiration or other termination of the term of this Lease, however, Landlord may require that Tenant remove any improvements or alterations installed in violation of the terms of this Lease. Prior to surrender of possession, Tenant shall remove all personal property and surrender the Demised Premises in good broom clean condition, free and clear of all Hazardous Substances and violations of applicable Laws.

Section 16.4 Tenant agrees to indemnify and save harmless Landlord against and from any and all claims for injury, loss or damage to person or property caused by or resulting from the work in connection with any alterations, improvements, installations or additions in, to or upon the Demised Premises made by Tenant or by anyone claiming under Tenant.

ARTICLE XVII - INTENTIONALLY DELETED

ARTICLE XVIII - LANDLORD'S ACCESS

In addition to its rights of use outlined in Article XI above, Landlord shall have the right, during reasonable business hours and without unreasonable interference with the operation of the business

conducted therein, and upon not less than twenty-four (24) hours' written notice to Tenant, to enter upon the Demised Premises for the purpose of inspecting same, or making repairs and replacements thereto or therein or exhibiting the same to prospective purchasers or mortgagees of the Building or the Demised Premises. Without limiting the foregoing, Landlord shall also have the right, in the event of an emergency, to enter the Demised Premises at such time or times as shall be required by such emergency upon such telephone or other notice to Tenant as shall be practicable under the circumstances.

ARTICLE XIX - DEFAULT PROVISIONS AND LANDLORD REMEDIES

Section 19.1 Default. The occurrence of any one or more of the following events shall constitute a default ("**Default**") of Tenant under this Lease:

(i) Tenant shall fail to pay any installment of Basic Rent or Additional Rent or other sums due under this Lease within five (5) business days of written notice that same is past due;

(ii) Tenant shall fail to observe or perform any of the covenants, terms and conditions contained in this Lease on Tenant's part to be observed or performed (other than the covenants covered by subsection (i) above), and such failure shall continue and not be cured for a period of thirty (30) days after written notice to Tenant by Landlord; or if more than thirty (30) days is reasonably required to cure such failure with reasonable diligence, Tenant shall not have promptly commenced to correct the same within thirty (30) days after such written notice from Landlord, or shall, having promptly commenced to correct such failure, thereafter fail to pursue the same to completion with reasonable diligence within ninety (90) days;

(iii) Tenant shall have recorded or attempted to record this Lease or a memorandum of this Lease;

(iv) Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation or dissolution or similar relief under any present or future bankruptcy Laws of the United States or any other country or political subdivision thereof (collectively, "**Bankruptcy Relief**"), or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of all or any substantial part of its properties, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(v) if within sixty (60) days after the commencement of any proceedings against Tenant seeking any Bankruptcy Relief, such proceedings shall not have been dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, or any trustee, receiver or liquidator of Tenant or of all or any substantial part of its property, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated;

(vi) Tenant shall (a) fail to take possession of the Demised Premises; (b) fail to continuously operate its business in the Demised Premises; (c) abandon or vacate the Demised Premises prior to the expiration of the term hereof; (d) Tenant shall suffer or permit any execution, attachment or other similar process to issue against or affect a substantial portion of its property or assets, or suffer or permit the Demised Premises to be taken and/or occupied or attempted to be taken and/or occupied by one other than Tenant or a taking authority; (e) Tenant shall remove or attempt to remove its goods or property from the Demised Premises, other than in the ordinary

course of its business; or (f) Tenant shall effect or attempt to effect an hypothecation, mortgage, transfer and/or assignment of this Lease and/or sublet, lease and/or otherwise permit the Demised Premises to be occupied by someone other than Tenant, except as herein provided.

Section 19.2 Landlord's Remedies. Upon the occurrence of a Default, Landlord shall have the right to do any one or more of the following as often as required, subject to Tenant's right to cure any Default as provided herein:

(i) Landlord may immediately or at any time thereafter enter upon the Demised Premises, with or without terminating this Lease, and do any and all acts Landlord may deem necessary, proper or convenient to cure such Default, for the account of and at the expense of Tenant, and Tenant agrees to pay Landlord, upon demand as Additional Rent, all damages and/or reasonable expenses incurred by Landlord in so doing;

(ii) Landlord shall have the right to terminate this Lease and Tenant's right to possession of the Demised and, discontinue furnishing of utilities and services to the Demised Premises, take possession of the Demised Premises pursuant to legal process and remove Tenant, any occupant and any property therefrom, and distrain upon and sell any such property, without being guilty of trespass and without relinquishing any rights of Landlord against Tenant; and

(iii) If this Lease is terminated by Landlord pursuant to Article XIX, Tenant nevertheless shall remain liable for any Base Rent and Additional Rent then unpaid and for the unexpired portion of the Term (together with any extension period to which Tenant is then bound by exercise of a right of renewal or otherwise) and to recover from Tenant the amount herein covenanted to be paid as Base Rent and Additional Rent and then not paid and damages which may be due or sustained prior to or following such termination, all reasonable costs, fees and expenses including, but not limited to, reasonable attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises to others from time to time (all such Base Rent, Additional Rent, damages, costs, fees and expenses being referred to herein as "**Termination Damages**") less the amounts, if any, which Landlord shall receive during such period from others to whom the Demised Premises may be rented, in which case such Damages shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following termination of the Lease and continuing until the date on which the Term would have expired but for such termination; any suit or action brought to collect any such Damages for any month shall not in any manner prejudice the right of Landlord to collect any Damages for any subsequent month by a similar proceeding; or (b) an amount equal to the present worth (as of the date of such termination) of Base Rent and Additional Rent and not then paid (including all accelerated amounts); which, but for termination of this Lease, would have become due during the remainder of the Term, less the fair rental value of the Demised Premises, as determined by an independent real estate appraiser who is a member of the American Institute of Real Estate Appraisers (M.A.I.) named by Landlord, in which case such Damages shall be payable to Landlord in one lump sum on demand and shall bear interest at the Lease Interest Rate until paid. For purposes of this clause (b), "present worth" shall be computed by discounting such amount to present worth at a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the location of the Building;

(iv) In addition, Landlord shall have the right to recover from Tenant all reasonable expenses of any proceedings (including, but not limited to, attorney's fees) which may be necessary in order for Landlord to enforce its remedies under this Lease, all expenses of re-renting the

Demised Premises, including, but not limited to, any commissions paid to any real estate broker, advertising expenses and the costs of such repairs as Landlord in its sole judgment considers advisable and necessary for the purpose of re-renting or attempting to re-rent the Demised Premises.

Section 19.3 No act or thing done by Landlord shall be deemed to be an acceptance of Tenant's surrender of the Demised Premises, unless Landlord shall execute a written agreement of surrender with Tenant. Tenant's liability hereunder shall not be terminated by the execution of a new lease of the Demised Premises or any portion thereof by Landlord. In the event Landlord enters into any new lease for all or a portion of the Demised Premises, there shall be credited against the amount of any judgment received by Landlord in respect of Base Rent, Additional Rent or other damages all amounts then received by Landlord from such re-renting of the Demised Premises, less all costs and expenses relating to such re-renting as described in Section 19.2 above.

Section 19.4 Landlord shall credit toward, on account of its damages, any Base Rent, Additional Rent, Security Deposit or other monies received by it from Tenant or others on behalf of Tenant.

Section 19.5 In the event that Landlord does not elect to compute damages pursuant to clause (b) of Section 19.2(iii), Landlord shall make a reasonable and good faith effort to mitigate its damages by attempting to relet all or part of the Demised Premises (which may include concessions including, but not limited to, free or abated payment of Base Rent and/or Additional Rent); provided that:

(i) Landlord shall have no obligation to promote or otherwise give preference to the reletting of the Demised Premises over other rental space in the Building or any building owned by Landlord,

(ii) Landlord shall not be liable in any way whatsoever for its inability to relet the Demised Premises or for failure to collect the rent pursuant to such reletting of the Demised Premises,

(iii) Landlord shall not be required to accept as a tenant any party intending to use the Demised Premises in a manner not acceptable to Landlord or which violates any agreement to which Landlord is a party or by which it is bound,

(iv) Landlord shall not be required to lease the Demised Premises at a rent determined by Landlord to be less than its current full market value or to a tenant that does not possess adequate creditworthiness,

(v) Landlord shall not be required to enter into a lease with terms inconsistent with Landlord’s leasing practices and policies or which requires alterations, improvements or other terms that are unacceptable to Landlord, and

(vi) Landlord shall not negotiate with any third party for the leasing of the Demised Premises until Landlord obtains possession of the Demised Premises.

Section 19.6 Interest. Any sums payable by Tenant hereunder, which are not paid after the same shall be due, shall bear interest from that day until paid at the Lease Interest Rate.

Section 19.7 Injunctive Relief. Landlord shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or

provision of this Lease, or to a decree compelling performance of any covenant, agreement, condition or provision of this Lease.

Section 19.8 Attorneys' Fees. In the event of any litigation between Landlord and Tenant arising under this Lease, the prevailing party shall be reimbursed by the other party upon demand for all costs, charges and expenses, including reasonable fees of attorneys, incurred by the prevailing party in such action or proceeding. Tenant shall pay to Landlord upon demand all costs, charges and expenses, including reasonable fees of attorneys and others retained by Landlord, incurred by Landlord to recover possession of the Demised Premises and/or to enforce Tenant's obligations, or to enforce any other Terms under this Lease.

Section 19.9 Landlord's Right to Cure Default. In the event Tenant is in Default or breach under this Lease or shall otherwise fail to comply fully with any of its obligations or conditions hereunder, Landlord shall have the right (but not the obligation), at its option, to cure such Default or breach, at Tenant's expense, upon twenty (20) days prior written notice to Tenant, except in the case of an emergency in which event no notice need be given. Tenant agrees to reimburse Landlord promptly, as Additional Rent, for all costs and expenses incurred as a result thereof or in connection therewith, together with interest at the Lease Interest Rate, which interest shall be payable from the date on which Landlord makes any such payment to the date on which Tenant reimburses Landlord for such costs and expenses. Any action so taken by Landlord pursuant to this Lease shall not serve to waive or release Tenant from its performance of any obligation hereunder. Tenant shall also pay, upon demand by Landlord, all costs, charges and expenses, including reasonable fees of attorneys and others retained by Landlord, incurred by Landlord in any action or proceeding in which Tenant causes Landlord to become a party or otherwise involved.

Section 19.10 Landlord Default. Landlord shall not be in Default of any of the terms of this Lease unless Landlord shall fail to observe or perform any of the covenants, terms and conditions contained in this Lease on Landlord's part to be observed or performed, and such failure shall continue and not be cured for a period of thirty (30) days after written notice to Landlord by Tenant specifying such failure; or if more than thirty (30) days is reasonably required to cure such failure with reasonable diligence, Landlord shall not have promptly commenced to correct the same within thirty (30) days after such written notice from Tenant, or shall, having promptly commenced to correct such failure, thereafter fail to pursue the same to completion with reasonable diligence. In the event Landlord defaults under this Agreement, and fails to cure said default pursuant to any curative period provided herein, Tenant, as its sole and exclusive remedy, shall have the right to terminate this Lease with twenty (20) days' written notice, after which Tenant shall be relieved of his obligations hereunder, including the payment of all sums due hereunder from the date of default forward for the remaining term of the Lease.

ARTICLE XX - CUMULATIVE REMEDIES: NO WAIVER

Section 20.1 The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant

of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants hereof on Tenant's part to be performed, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

ARTICLE XXI - DESTRUCTION OR DAMAGE BY FIRE OR OTHER CASUALTY

Section 21.1 If the Demised Premises shall be partially or totally damaged or destroyed by fire or other cause (whether or not the damage or destruction shall have resulted from the fault or neglect of Tenant, or its employees, agents or visitors) then Landlord, to the extent of available insurance proceeds, but subject to the provisions of Section 21.5, shall repair the damage and restore and rebuild the Demised Premises with reasonable dispatch, as nearly as practicable to the condition thereof which existed as of the Commencement Date (it being accepted and agreed that Tenant, and not Landlord, shall be obligated to restore the Demised Premises to the extent of any improvements and alterations made by Tenant from and after the Commencement Date). During the period following any such damage or destruction, there shall be an equitable abatement of Base Rent and Additional Rent to the extent that the Demised Premises is not tenantable by Tenant. Notwithstanding anything contained herein to the contrary, in no event shall Tenant be relieved of liability or responsibility for damage or destruction resulting from the acts or neglect of Tenant or any of its sublessees or its or their employees, agents, contractors, visitors, licensees or invitees, nor shall Landlord be deemed to have waived any of its rights under this Lease or at law or in equity. Landlord shall have the right to receive all insurance proceeds from Landlord's Insurance.

Section 21.2 Landlord will not carry separate insurance of any kind on Tenant's property or any improvements or alterations made to the Demised Premises by Tenant. Landlord shall not be obligated to repair any damage thereto or restore or replace same, the repair, restoration and replacement of which shall be Tenant's responsibility and Tenant shall carry appropriate insurance thereon and on all improvements and betterments made for or on behalf of Tenant in the Demised Premises, and as otherwise required by this Lease.

Section 21.3 In the event of the termination of this Lease pursuant to Section 21.5, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if such date were the date originally set forth herein as the expiration date of the term hereof, and the Base Rent and Additional Rent payable hereunder shall be apportioned as of such date.

Section 21.4 The provisions of this Article shall be considered an express agreement governing any case of damage or destruction of the Demised Premises by fire or other casualty, and any provisions of Laws providing for a contingency in the absence of an express agreement and any other law of like import, now or hereafter in force, shall have no application to the Demised Premises and this Lease.

Section 21.5 Notwithstanding anything herein contained to the contrary, in the event that that the Demised Premises or the Building is (i) damaged more than fifty (50%) percent of the cost of replacement thereof, or (ii) shall be damaged in whole or in part during the last year of the Initial Term of this Lease or at any time during any Renewal Period, or (iii) in the event Landlord's insurance proceeds are insufficient or unavailable to permit Landlord's restoration, or (iv) in any event that prevents Landlord's restoration, then in such event, Landlord or Tenant may terminate this Lease by notice given within thirty (30) days after such event and upon the date specified in such notice, which shall be not more than thirty (30) days after the giving of said notice, this Lease shall terminate, and Tenant shall vacate and surrender the Demised Premises to Landlord and Landlord shall retain all insurance proceeds with respect thereto without claim by Tenant.

ARTICLE XXII - INTENTIONALLY DELETED

ARTICLE XXIII – NOTICES

Section 23.1 All notices, requests, consents, approvals, and other communications required or permitted under this Lease shall be in writing and shall be deemed delivered upon (i) personal delivery, (ii) deposit with a nationally recognized overnight delivery service, or (iii) transmission by email to the addresses provided below or as subsequently designated in writing by either party. Notices sent by email shall be deemed delivered on the date of transmission if sent during normal business hours, or the next business day if sent after business hours. Either party may change its address for notices and/or copies of notices by given written notice to the other party in accordance with this Article.

To Landlord:
City of Pensacola
Attention: Director of Parks and Recreation
PO Box 12910, Pensacola, FL 32521

With a copy to:
City of Pensacola
Attn: City Attorney
222 W. Main Street, Pensacola, FL 32502
Legal@cityofpensacola.com

To Tenant:
Steel Pony LLC
Attention: Kyree Whitehead
1712 N 58th Avenue, Pensacola, FL 32506
kyreewhitehead@gmail.com
steelponychef@gmail.com

ARTICLE XXIV – HOLDOVER

Section 24.1 Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of law then in force, in connection with any holdover proceedings which Landlord may institute to enforce the provisions of this Lease. If the Demised Premises are not surrendered upon the termination of this Lease, Tenant hereby indemnifies Landlord against liability resulting from delay by Tenant in so surrendering the Demised Premises, including any claims made by any succeeding tenant or prospective tenant founded upon such delay. In the event Tenant remains in possession of the Demised Premises or the Building after the expiration of this Lease or sooner termination, Tenant, at the option of Landlord, shall be deemed to be occupying the Demised Premises either as a holdover tenant or as a tenant from month to month, at a monthly use and occupancy rate or rental, as the case may be, equal to one hundred fifty (150%) percent of the Base Rent payable during the last month of the Term, subject to all of the other terms of this Lease insofar as the same are applicable to a holdover tenant or month-to-month tenant, as the case may be. Tenant's obligations under this Article shall survive the termination of this Lease.

ARTICLE XXV-- DEFINITION OF LANDLORD

Section 25.1 The term "Landlord", whenever used in this Lease, shall mean the then owner at the time of Landlord's interest in this Lease. Each owner from time to time of the Landlord's interest in this Lease shall be liable with respect to the covenants and other obligations of Landlord hereunder (which covenants and obligations shall run with the Demised Premises only so long as such owner shall be the owner of the Landlord's interest in this Lease), and such owner shall not be so liable after any sale or other conveyance or transfer of Landlord's interest in this Lease.

Section 25.2 It is understood and agreed that, notwithstanding any other provision of this Lease, Landlord's liability under this Lease with respect to monetary claims by Tenant arising hereunder, or other claims by Tenant hereunder which may be converted into monetary claims, shall be limited to Landlord's equity interest in the Demised Premises and neither Landlord nor any stockholder, partner or principal of Landlord shall have any personal liability to Tenant arising hereunder.

ARTICLE XXVI - MISCELLANEOUS PROVISIONS

Section 26.1 In any case where either party hereto is required hereunder to do any act, a delay in the performance of such act caused by or resulting from act of God, riot, civil commotion, strikes, lock-out, acts, orders or regulations of governmental authority, acts or failure to act of the other party, fire, tornado, windstorm, adverse weather conditions or other causes beyond such party's reasonable control (collectively "**Force Majeure**"), shall not be counted in determining the time for completion of the performance of such act, whether such be herein designated as a specific date, a fixed period of time or a reasonable time. It is expressly understood and agreed,

however, that the provisions of the preceding sentence shall not apply to, or operate to postpone, defer or extend or otherwise affect to make payments of Rent pursuant to this Lease.

Section 26.2 If any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, such determination shall not affect any of the other provisions of this Lease and such other provisions shall remain in force and effect. If any provision of this Lease shall be capable of two constructions, one of which would render the provision valid and the other of which would render it invalid, then such provision shall have the construction and meaning which would render it valid.

Section 26.3 If, at any time after the commencement of the term hereof, Landlord shall make written request therefor, Tenant shall, within ten (10) business days after such request, deliver to Landlord a written instrument, duly executed by Tenant, certifying, if such be the case: (i) that this Lease is in force and effect; (ii) that this Lease has not been modified, amended or supplemented or specifying the modification, amendment or supplement; (iii) that Landlord is not in default hereunder, or if it is then in default, specifying the nature of the default and whether or not the time period for curing same has expired; (iv) the date or dates through which Rent has been paid; and (v) that there are no offsets or deductions against Rent, or if any are claimed, specifying the amount thereof and the basis therefor.

Section 26.4 This Lease, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the Laws of the state in which the Demised Premises are located.

Section 26.5 Landlord and Tenant each hereby represent to the other that they have dealt with no broker or brokers in connection with the negotiation, execution and delivery of this Lease, other than Landlord's dealings with Michael Carro and SVN Southland ("**Broker**"), whose fee is the responsibility of Landlord. Landlord and Tenant shall each defend and indemnify the other from and against any and all claims or demands for brokerage commissions and fees made by any party or parties whom either Landlord or Tenant are alleged to have dealt in connection herewith, other than as set forth above.

Section 26.6 The term "Lease Interest Rate" as used in this Lease shall be deemed to mean the prime rate of interest from time to time being charged by Citibank N.A. of New York, New York to its most creditworthy customers.

Section 26.7 Provided that Landlord does not eliminate Tenant's access to the Premises or unreasonably interfere with Tenant's business operations, Landlord shall have the right, from time to time during the term of this Lease, to promulgate rules and regulations or to modify or amend the rules and regulations as Landlord shall, in its sole discretion deem appropriate and necessary for the operation of the Building.

Section 26.8 To the extent permitted by applicable Law, the parties hereto waive a trial by jury on any or all issues arising in any action or proceeding between them or their successors

under or connected with this Lease or any of its provisions, any negotiations in connection therewith, or Tenant's use or occupation of the Demised Premises.

Section 26.9 Unless consented to in writing by Landlord, which consent may be withheld in Landlord's sole discretion, no memorandum or short form of this Lease shall be recorded by Tenant.

Section 26.10 Tenant covenants and agrees to pay to Landlord upon demand, as Additional Rent, a sum equal to all reasonable costs and expenses (including attorneys' fees, costs of investigation and disbursements) incurred by Landlord in enforcing any or all of its rights hereunder, specifically including the cost of collecting sums due, whether or not an action or proceeding is commenced, or levying and collecting on any judgment or arbitration award in Landlord's favor.

Section 26.11 The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Landlord will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Tenant shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Tenant.

Section 26.12 The following disclosure is made pursuant to Section 404.056(5), Florida Statutes: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

Section 26.13 In compliance with the provisions of F.S. 448.095, the parties to this Lease and any subcontractors engaged in the performance of this Lease hereby certify that, to the extent required by Law, they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 26.13 This Lease is expressly contingent upon the due execution and delivery to Landlord of that certain Lease Guaranty attached to this Lease as Exhibit C by Kyree S. Whitehead, Eric Banville and Anthony Hunt.

ARTICLE XXVII - SUCCESSORS AND ASSIGNS

Section 27.1 The parties hereto hereby covenant and agree that the terms, conditions, covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns, subject to the provisions of this Lease.

ARTICLE XXVIII – CAPTIONS

Section 28.1 The captions set forth below the Article number or elsewhere in this Lease are for convenience of reference only and in no way define, limit or describe the meaning, scope or intention of this Lease or of any of its provisions or in any way affect this Lease.

ARTICLE XXIX - SECURITY DEPOSIT

On or before the Commencement Date, Tenant shall deposit with Landlord the sum of Three Thousand and 00/100 Dollars ($3,000.00) as a "Lease Security Deposit". This sum shall be retained by Landlord as security for performance of all of Tenant's obligations under the terms of this Lease. If at any time Tenant defaults in any provision of this Lease, Landlord will have the right to use the Lease Security Deposit or as much of it as may be necessary to pay any Rent in default, any expense incurred by Landlord in curing any default by Tenant, or any damages incurred by Landlord by reason of Tenant's default. Tenant will not be entitled to interest on the Lease Security Deposit.

ARTICLE XXX - FIRE EXTINGUISHER AND GREASE TRAP

Section 30.1Fire Extinguisher. If required by code, Tenant shall install, maintain and replace as necessary a fire extinguishing system and grease filters within the hood and duct of the cooking facility which satisfies the requirements now and hereafter established by municipal codes and Landlord's property insurer and to provide Landlord with a certificate evidencing that this system has been installed. Tenant acknowledges that grease can damage the roof. Therefore, Tenant agrees to regularly clean and maintain the cooking exhaust system and ductwork (consistent with industry standards and manufacturers recommendations) in order to avoid offensive odors and to prevent damage to the roof. Additionally, Tenant shall install (and maintain and replace as necessary) any additional equipment necessary to protect Landlord's roof system from grease (e.g., a sand pan).

Section 30. 2 Grease Traps. If required by code, Tenant shall install, maintain and replace as necessary grease traps immediately inside the Building and/or Demised Premises connecting all lines from the Leased Premises to the main sanitary branch as required by the Escambia County Code and/or any other governmental authority having jurisdiction over the Building and/or Demised Premises. The grease traps shall be installed in compliance with all local laws and regulations. Any upgrading to the sanitary or sewer lines necessitated by the installation of the grease traps shall be performed at Tenant's expense. Tenant shall restore any parking or landscape area disturbed in connection with the installation of these traps to a condition equal to that existing prior to the work.

ARTICLE XXXI - SURRENDER

Section 31.1 Tenant shall, upon the expiration or sooner termination of the Term of this Lease, surrender to Landlord the Building and Demised Premises, together with all alterations and replacements thereof then in the Building and Demised Premises (other than improvements

required to be removed in accordance with Section 16.3), in good order, condition and repair, except for reasonable wear and tear. Title to all of Tenant's trade fixtures, furniture and equipment installed in the Building and Demised Premises shall remain in Tenant, and, upon expiration or sooner termination of the term of this Lease, the same shall be removed and any resultant damage to the Building and/or the Demised Premises shall be repaired by and at the expense of Tenant. In the event that the term of the Lease shall be terminated prior to the originally stated Expiration Date or the Expiration Date as may be extended in accordance with the terms of Article 2.2 of the Lease, as the case may be, and in addition to Tenant's obligation to remove all of Tenant's trade fixtures, furniture and equipment and pay for any resultant damage to the Demised Premises occasioned by such removal, Tenant shall also reimburse Landlord for the reasonable and necessary costs incurred by Landlord to return the Building and Demised Premises to tenantable condition, but not for the cost of remedying reasonable wear and tear to the Building and Demised Premises. The provisions of this Article shall survive the expiration or sooner termination of the term of this Lease.

ARTICLE XXXII - ENTIRE AGREEMENT

This instrument, together with the Exhibits attached hereto (all of which shall be deemed part of this Lease), contains the entire agreement and understanding between the parties hereto with respect to the lease of the Building and/or Demised Premises to Tenant. No statements, representations, prior agreements or understanding not herein set forth shall have any force or effect unless appropriate amendment is executed by all parties hereto. This Lease shall become effective only upon execution hereof by both parties hereto and delivery of a fully executed original hereof to Tenant.

[Separate signature pages follow.]

IN WITNESS WHEREOF the parties hereto have duly executed this Lease as of the date first above written, which date shall be deemed to be and shall be referred to as the date of this Lease.

Landlord:

CITY OF PENSACOLA, a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to substance:

By: _____
Kerry Shanaghan, Interim Parks and Recreation Director

Approved as to form:

By: _____
Adam C. Cobb, City Attorney

[A separate signature page follows.]

:

TENANT:

Steel Pony LLC
Sign _____
Print _____
Title _____

Lease – signature page

EXHIBIT A
DEMISED PREMISES

[TO BE INSERTED]

EXHIBIT B
EQUIPMENT

[TO BE INSERTED]

EXHIBIT C

LEASE GUARANTY

In order to induce the City of Pensacola ("**Landlord**") to enter into that certain Lease Agreement dated _____, 2025 (the "**Lease**") between Landlord and Steel Pony LLC ("**Tenant**"), and in consideration of the benefits inuring to the undersigned (collectively, the "**Guarantor**") under said Lease, the receipt and sufficiency of which is represented by the Guarantor to Landlord to be sufficient and adequate, the Guarantor hereby unconditionally guarantees the performance of all of Tenant's obligations under the Lease, including, without limitation, the payment of rental as provided therein. This Guaranty shall remain in full force throughout the original lease term and any renewals thereof. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of Landlord and its successors and assigns. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several.

This Guaranty is a guaranty of payment and performance and not of collection. Guarantor hereby waives notice of acceptance of this Guaranty agreement and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices to it of default by Tenant under the Lease, and hereby waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. Guarantor further agrees that Landlord shall not be first or concurrently required to enforce against Tenant or any other person, any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor, nor shall the liability of the Guarantor be affected by the insolvency, bankruptcy (voluntary or involuntary), or reorganization of Tenant, nor by the voluntary or involuntary liquidation, sale, or other disposition of all or substantially all of the assets of Tenant, or by the release of any other guarantor.

Guarantor further agrees (1) to indemnify and hold harmless Landlord from and against any claims, damages, expenses, or losses, including to the extent permitted by law, the reasonable fees of an attorney (including in-house and staff counsel), resulting from or arising out of any breach of the Lease by Tenant or by reason of Tenant's failure to perform any of its obligations thereunder, and (2) to the extent permitted by law, to pay any costs or expenses, including the reasonable fees of an attorney (including in-house and staff counsel), incurred by Landlord in enforcing this Guaranty.

The Guarantor acknowledges that Landlord may assign its rights under the Lease to an institutional investor as security for a loan to be made by such institutional investor to Landlord, and as long as any indebtedness of Landlord shall be outstanding and such assignment of the Lease shall exist, such institutional investor assignee shall be entitled to bring any suit, action or proceeding against the undersigned for the enforcement of any provision of this Guaranty, and it shall not be necessary in any such suit, action or proceeding to make Landlord a party thereto.

All existing and future advances by Guarantor to Tenant and all existing and future debts of Tenant to any Guarantor shall be subordinated to all obligations owed to Landlord under

the Lease and this Guaranty. Guarantor assumes the responsibility to remain informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of Tenant's default, which reasonable inquiry would reveal, and agrees that Landlord shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstance. Landlord shall not be required to inquire into the powers of Tenant or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty. Each Guarantor hereby represents and warrants to Landlord that such Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. The provisions in the Lease relating to the execution of additional documents, legal proceedings by Landlord against Tenant, severability of the provisions of the Lease, interpretation of the Lease, notices, waivers, the applicable laws which govern the interpretation of the Lease and the authority of Tenant to execute the Lease are incorporated herein in their entirety by this reference and made a part thereof. Any reference in those provisions to "Tenant" shall mean each Guarantor and any reference in those provisions to the "Lease" shall mean this Guaranty.

If any one or more of the provisions of this Guaranty shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Guaranty shall be construed according to the laws of the state where the Leased Premises are located (the "State"). By execution hereof, the undersigned specifically consent to this choice of law designation and consent that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from this Guaranty or the Lease shall be litigated only in the courts located in the State, and the undersigned (i) consent and submit to the in personam jurisdiction of any state or federal court locating within the State, (ii) waive any right to transfer or change the venue of litigation brought against the undersigned, and (iii) agree to service of process, to the extent permitted by law, by mail.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ACKNOWLEDGING THAT THE CONSEQUENCES OF SAID WAIVER ARE FULLY UNDERSTOOD, THE UNDERSIGNED HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY, THE RIGHT TO INTERPOSE ANY DEFENSE BASED UPON ANY STATUTE OF LIMITATIONS, ANY CLAIM OF LACHES AND ANY SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY ACTION OR PROCEEDING INSTITUTED AGAINST THE UNDERSIGNED OR ANY OTHER PERSON LIABLE ON THE LEASE.

[Separate signature pages follow.]

IN WITNESS WHEREOF, Guarantor(s) has/have caused this instrument to be executed this ____ day of _____, 2025.

Personal Guarantor:

By: Kyree S. Whitehead, Individual Date _____

Copy of Driver's License ___ SS# _____ DOB _____

Personal Guarantor:

By: Eric Banville, Individual Date _____

Copy of Driver's License ___ SS# _____ DOB _____

Personal Guarantor:

By: Anthony Hunt, Individual Date _____

Copy of Driver's License ___ SS# _____ DOB _____

ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____ 2025, before me, the undersigned, a Notary Public in and for the Count and State aforesaid, came _____, who is/are personally known to me to be the same person(s) who executed the foregoing Guaranty and he/she/they acknowledged the execution of the same as his/her/their free and voluntary act(s) and deed(s).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

_____ Notary Public

My Commission expires: _____

ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____ 2025, before me, the undersigned, a Notary Public in and for the Count and State aforesaid, came _____, who is/are personally known to me to be the same person(s) who executed the foregoing Guaranty and he/she/they acknowledged the execution of the same as his/her/their free and voluntary act(s) and deed(s).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

_____ Notary Public

My Commission expires: _____

ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____ 2025, before me, the undersigned, a Notary Public in and for the Count and State aforesaid, came _____, who is/are personally known to me to be the same person(s) who executed the foregoing Guaranty and he/she/they acknowledged the execution of the same as his/her/their free and voluntary act(s) and deed(s).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

_____ Notary Public

My Commission expires: _____

Exhibit B

Equipment

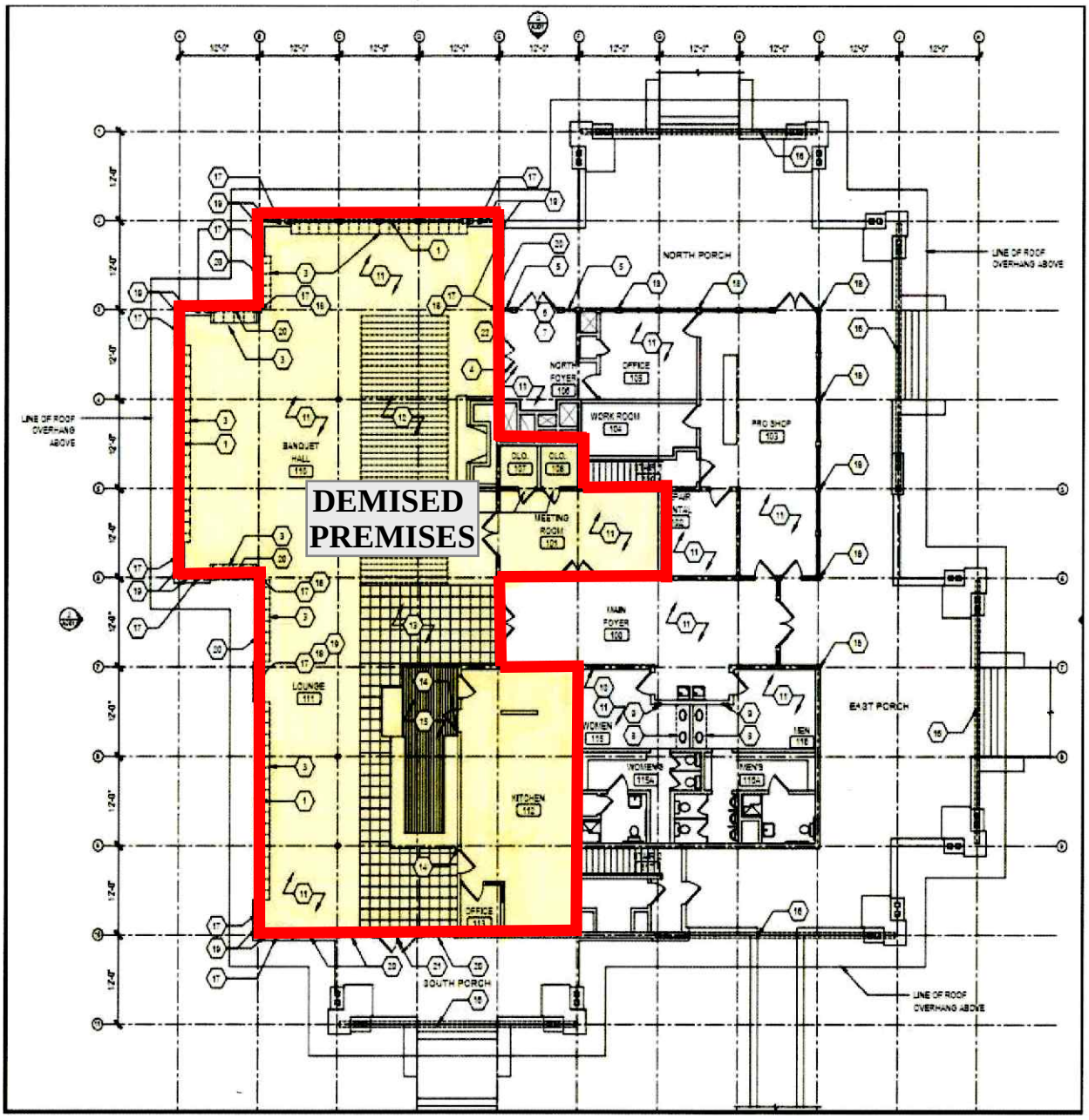
Quantity	Description
1	Dishwasher
1	Dish table
1	Bar Sink with two Drain Boards
1	Fryer
1	Range
1	Pot Sink
1	Bench Type Mixer
1	Char broiler
1	Prep Table
2	Back Bar Coolers
1	Slicer
1	Buffet

Exhibit A

Demised Property

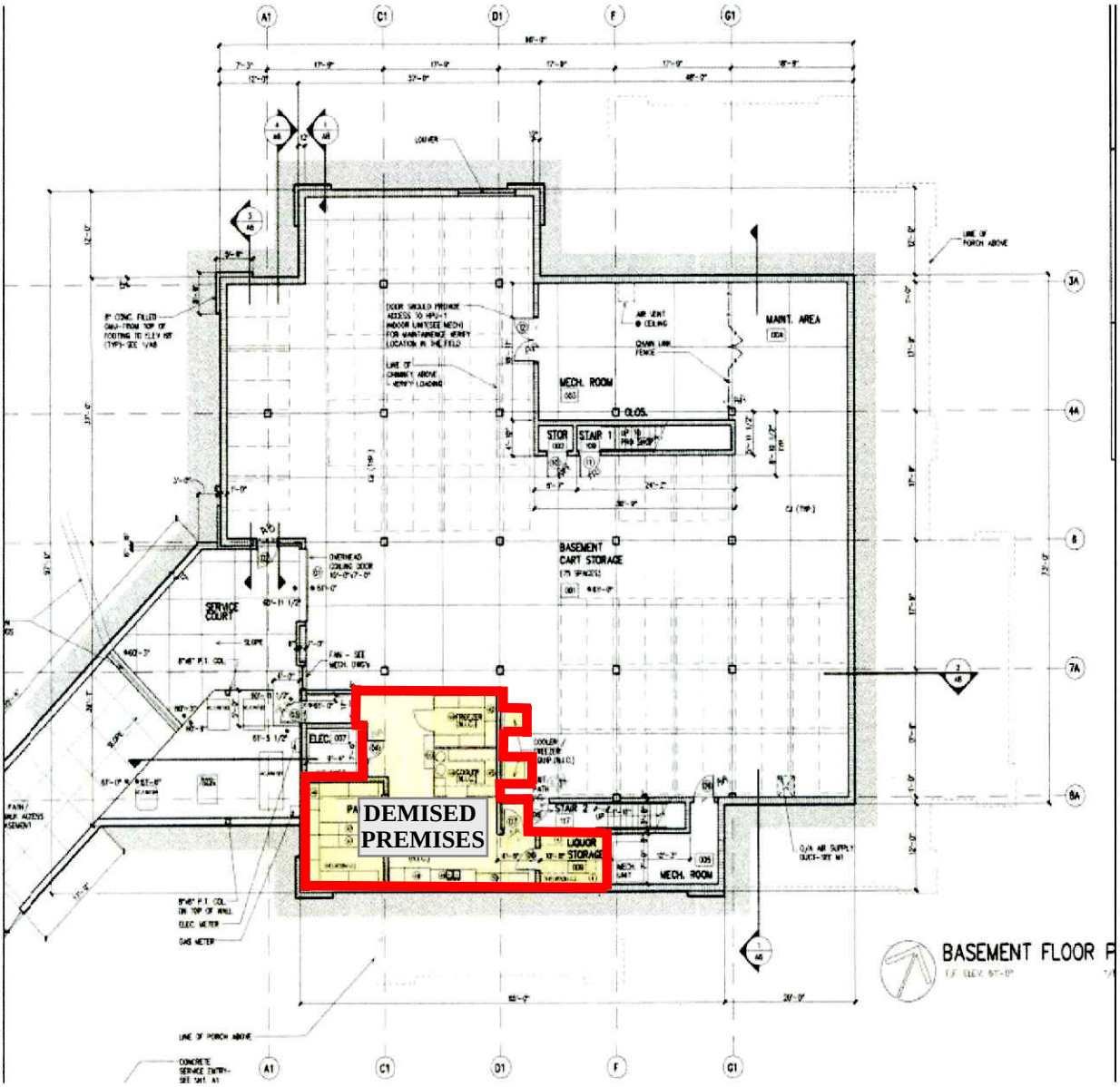
BUILDING FLOOR PLANS

First Floor



BUILDING FLOOR PLANS

Basement Floor



City of Pensacola

PARKS AND RECREATION BOARD

MINUTES

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

July 15, 2025 | 10:00 AM | Hagler-Mason, 2nd Floor

CALL TO ORDER

Chairperson Borden called the board meeting to order at 10:00 A.M.

ROLL CALL

Members Present:	Renee Borden, Kristin Brown, Justine Roper Williams, Shirley Lewis-Brown, Suzanne Lewis, Kirwan Price
Members Absent:	Michael Blankenship, Bradley Boes

APPROVAL OF MINUTES

1. 25-905 PARKS AND RECREATION BOARD MEETING MINUTES DATED JUNE 17, 2025.

   A motion was made by Parks and Recreation Board Vice-chair Brown and seconded by Board Member Lewis.

Yes: 6	Renee Borden, Kristin Brown, Justine Roper Williams, Shirley Lewis-Brown, Suzanne Lewis, Kirwan Price
No: 0	None.

CITY COUNCIL ACTION ITEMS

None.

OPEN FORUM

None.

NEW BUSINESS

2. 25-907 MEGAN PRATT - MESS HALL

   Megan Pratt, Executive Director of The Pensacola MESS Hall Inc., brought before

the board a presentation (on file with the background material) providing an overview of their after-school program at the Woodland Heights and Fricker Resource Centers.

Chairperson Borden inquired if the program visits the Vickery Center. Pratt responded by stating the program is at the Vickery Center through the YMCA.

Chairperson Borden also inquired about the number of children served through the after-school program. Pratt responded accordingly.

Board Member Lewis-Brown inquired about how advertising for the program is done. Pratt responded by stating advertisements are mostly relied on by the centers.

Vice-chair Brown inquired about how kids are able to sign up for the program. Pratt responded accordingly.

Board Member Lewis inquired if the program had tried reaching out to the University of West Florida's Applied Behavior Analysis team to receive guidance on collecting the data and metrics. Pratt responded accordingly.

Board Member Price clarified the city's obligation to the arrangements mentioned in the MOU. Pratt agreed with the statement.

A motion to forward the MOU to the City Council Meeting was made and approved by the Parks and Recreation Board.

3. 25-953 RYAN MATTOX AND MICHAEL CARRO - OSCEOLA GOLF COURSE RESTAURANT/EVENT SPACE LEASE

Ryan Mattox, Parks & Rec Golf Course Manager, and Michael Carro, CCIM Panhandle District President | Managing Partner SVN | Southland Commercial, approached the board to speak on behalf of the Osceola Golf Course Restaurant/Event Space lease.

Chairperson Borden inquired about when the Fusion Grill lease came to an end. Mattox responded accordingly.

Chairperson Borden inquired about the process of finding the new vendor and if that was the normal process. Interim Director Shanaghan responded accordingly.

Chairperson Borden inquired about the revenue history of Fusion Grill, the current food/beverage vendor at the golf course. Mattox responded accordingly.

Chairperson Borden inquired about the price of the monthly rate. Carro responded accordingly.

A discussion ensued.

Board Member Price clarified how the city got the broker involved, the process of finding a new tenant, and who drafted the lease. Mattox agreed to the statement.

Board Member Price inquired about the percentage that Mr. Carro receives. Carro and Mattox responded accordingly.

Board Member Lewis inquired about any physical upgrades to the interior of the leased area and the restrooms nearby. Mattox responded accordingly.

A discussion ensued.

Board Member Lewis inquired about the performance evaluation process for the new tenants. Carro responded accordingly.

Board Member Lewis also inquired about the kitchen equipment. Carro responded accordingly.

Vice-chair Brown inquired about who would be responsible for the repairs/replacement of the kitchen equipment. Carro responded accordingly.

A discussion ensued.

A decision to add the addendums and have another audit before the new vendor takes over was made by the Parks and Recreation Board.

STAFF REPORTS

4. 25-906 ADDIE QUINA AND JEREMY STREET - BAYVIEW SENIOR CENTER

Addie Quina, Bayview Senior Center Supervisor, and Jeremy Street, Senior Programs Coordinator, brought before the board a presentation (on file with the background material) providing an overview of the Bayview Senior Center's operations and programs.

Chairperson Borden inquired if there is similar programming for seniors at the Fricker and Cobb Resource Centers. Street responded accordingly.

Chairperson Borden also inquired if there is a way to collect data to determine how many seniors are in the area, in order to expand the centers. Assistant Director Byrd responded accordingly.

Board Member Lewis-Brown inquired if something could be done to give people in the area access to the library. Assistant Director Byrd responded accordingly.

Board Member Williams inquired if any programs at the center could be for-profit. Quina and Street responded accordingly.

Vice-chair Brown inquired if some of the program offers could be expanded outside the Bayview Senior Center to the T. May Center. Quina and Byrd responded accordingly.

DIRECTOR'S REPORT

5. 25-954 JULY 2025 PARKS PULSE

None.

OLD BUSINESS

6. 25-908 DIRECTION '25

Interim Director Shanaghan commented on the Sanders Beach kayak launch and park revitalization, which will be going to council before the next board meeting, as well as the Bay Bluffs project. Chairperson Borden responded accordingly.

Board Member Lewis inquired about the grant amount for the Bay Bluffs project. Interim Director Shanaghan responded accordingly.

Vice-chair Brown inquired if the community had any input on the designs for the Sanders Beach project. Assistant Director Byrd responded accordingly.

Board Member Lewis-Brown mentioned the Parker Circle Neighborhood Park wanting to add a gazebo. Interim Director Shanaghan responded accordingly.

Board Member Lewis-Brown also mentioned Dunmire Woods Park wanting to add benches to their basketball courts. Assistant Director Byrd responded accordingly.

A discussion ensued.

7. 25-909 GRANADA SUBDIVISION PARK

Chairperson Borden inquired if Parks and Recreation received a list of what type of

equipment/items is wanted back at the park. Assistant Director Byrd responded accordingly.

OPEN FORUM

Board Member Lewis-Brown inquired if someone was chosen to fill the vacant seat on the board. Chairperson Borden responded accordingly.

CALL FOR AGENDA ITEMS

None.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 11:50 A.M.
****

Steel Pony Diner at Osceola Golf Course Menu Proposal

Summary: The following proposal is intended to provide a cursory look at the potential menu for the Steel Pony Diner at Osceola Golf Course. Menu items are subject to change contingent on source availability, accessibility, and overall fit once production begins.

Menu(s): The following menu is divided in sections by mode of delivery. Sections are as follows: ***Steel Pony Express*** (Quick Service/Grab-and-Go Items), ***Steel Pony Diner*** (Dine-In/Pick-Up/Delivery), and ***Bar*** (Alcoholic/Non-Alcoholic Beverages).

STEEL PONY EXPRESS

PURCHASED/PRE-PACKAGED:

- Assortment of 'health foods' (e.g. Cliff-Bars, Bananas, Apples, Oranges)
- Sports Beverages (e.g. Powerade, Gatorade, Protein Drinks)
- Smoothies and Juices
- Coffee
- Soft Drinks

GRAB-AND-GO:

These items will be available in shop as well as on the beverage cart. Made and packaged on-site.

- House-made Trail Mix blends
- Yogurt Parfaits
- Seasonal Fruit Cups
- Chicken Salad and Crackers
- Tuna and Crackers
- Hard Boiled Eggs
- Rotating Salad Specials (e.g. Steel Pony Fall Salad Special: Mixed Greens tossed with Cranberry Orange Vinaigrette. Topped with fresh Pears, grated Butternut Squash, dried Cranberries and Maple Spiced Pecans)

QUICK SERVICE:

These items will be available as grab-and-go with 5mins or less of preparation after purchase.

- Breakfast Burrito (Steak, Egg, Potato, Cheese, and Pony Sauce wrapped in a flour Tortilla and grilled)
- Breakfast Sandwich (Egg, Cheese, and Choice of Meat on a Biscuit or homemade Portuguese Roll. Meat Options: Steak, Bacon, Shoulder Bacon, or Linguica (Portuguese Smoked Sausage)

STEEL PONY DINER

These items will be available for dine-in, pick up, or delivery.

SANDWICHES:

- PREGO: PORTUGUESE STEAK SANDWICH; Thin Marinated Steaks grilled and dipped in garlicky Red Wine Jus with caramelized Onions and Provolone.
- DINER BURGER; Costello's Ribeye Patty topped with American Cheese, Lettuce, Tomato, Pickles Onion, & Burger Sauce.
- PORTUGUESE BURGER; Blend of Portuguese Linguica, Chouriço, Chuck, and Filet. Topped with Onions, Peppers, Cured Sao Jorge Cheese & Pony Sauce.
- B.L.T; 5-Strips of Thick Cut Bacon, Lettuce, Tomato, fresh cracked Pepper and Mayo on a homemade Portuguese Roll or Farmhouse White.
- GRILLED CHICKEN MOZAMBIQUE; Marinated Chicken Thighs grilled (or Fried) and topped with Pony Slaw, and Pickles.
- CHICKEN SALAD; A simple combination of Chicken Breast, Tarragon Mayonnaise, diced Celery and Red Onions. Topped with Lettuce and Tomato on a homemade Portuguese Roll or Farmhouse White.
- Other Sandwiches to be included; FISH SANDWICH, REUBEN, TURKEY CLUB, MONTE CRISTO, YELLOWFIN TUNA, SHRIMP POBOY, CUBAN SANDWICH, GRILLED MORTADELLA, PULLED PORK, HOTDOG, and SMOKED SAUSAGE GRINDER.

APPETIZERS:

- Beer Poached Shrimp Cocktail
- Yellowfin Tuna Pepper Poppers
- Loaded Fries
- Chips and house-made Salsa
- Quesadillas
- Charcuterie Board Special
- Wings

SALADS:

- House Salad Special
- Seasonal Rotating Salad
    - Protein Add-On Options

BAR:

We agree with Michael's assessment that the bar needs to be updated. Initial proposed updates to include:

- *Removal of the fountain machine, and switch to a bar gun system.*
- *Add a small espresso machine*
- *Cut the barrier behind current fountain machine to extend the length of the bar*
- *Add/update bar seats*
- *Add additional TVs inside the restaurant space*

BAR MENU:

- Made to order espresso/coffee drinks, smoothies, and teas
- Self-Serve Drip Coffee
- Affordable Craft Cocktail Menu
- Feature Local Craft Beers
- Merchandise (e.g. branded tumblers)

CONTACT

509-701-1242

steelponychef@gmail.com

Pensacola, FL

SteelPonyDiner.com

Facebook.com/SteelPonyDiner

Instagram.com/TheSteelPonyDiner

CERTIFICATIONS

CULINARY ARTS

CUSTOMER SERVICE

SERVSAFE MANAGER

SERVICES

CHEF

RESTAURANT CONSULTANT

RESTAURANT EQUIPMENT TRAINER

AWARDS

INWEEKLY RISING STAR 2025

ERIC BANVILLE

OWNER, STEEL PONY LLC

BIO

My name is Chef Eric Michael, and I am the owner and operator of Steel Pony LLC. Born and raised in Fall River, MA, I moved to Pensacola, FL (by way of Spokane, Washington), in Fall 2014.

With over 20+ years in Restaurant & Hospitality Management, I started Steel Pony LLC in 2023. In less than 2 years I have grown the Steel Pony brand into four distinctive ventures in the culinary field, serving Pensacola and beyond.

BUSINESS

Steel Pony Chef™ Sausage Gravy

JANUARY 2023 - PRESENT

- Regionally known Sausage Gravy company. Available throughout Pensacola, FL daily at local partners.
  - Partner List: Maker's Cafe & Espresso Bar (since Jan. 2023), Craft Gorumet Bakery (since Aug. 2024), and BAM Coffee Co. (since Jan. 2025)

Steel Pony Diner

JULY 2023 - PRESENT

- Starting as a pop-up restaurant with 2-coolers and a grill, the Steel Pony Diner now serves Breakfast and Lunch every weekend for sit-down, takeout, and delivery in Pensacola. Operating within Gather, A Culinary Collective, we continue to grow with the goal of expanding to our own 24-hr diner.

Steel Pony Chef™ Restuarant Consulting

OCTOBER 2023 - PRESENT

- Independent consulting for new and existing restuarants. Services include (but are not limited to): Business Management, Manager and Employee Training, Equipment Training, Health & Safety Training, and Restaurant Design.

Steel Pony Express

JANUARY 2025 - PRESENT

- An expansion of the Steel Pony Diner, the Steel Pony Express produces grab-n-go meals for retail, featuring the same exceptional flavors from our sit-down experience. Sold by local partner(s).
  - Partner List: BAM Coffee Co. (since Jan. 2025).

Related Experience

Cook - *Carmen's Lunch Bar (FL)*	July 2022 - July 2023
Bartender/Supervisor - *The Cabaret (FL)*	Feb. 2016 - Mar. 2019
General Manager - *Dunkin' Donuts (FL)*	Dec. 2014 - Feb. 2016
Conference & Catering Coordinator - *Hilton (WA)*	July 2012 - Aug. 2014
Premium Services Manager - *Centerplate (WA)*	Sept. 2010 - Dec. 2012
Kitchen Manager - *Niko's Greek Restuarant (WA)*	Feb. 2008 - Aug. 2010

City of Pensacola

PARKS AND RECREATION BOARD

MINUTES

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

August 19, 2025 | 10:00 AM | Hagler-Mason, 2nd Floor

CALL TO ORDER

Chairperson Borden called the board meeting to order at 10:00 am.

ROLL CALL

Members Present: Michael Blankenship, Renee Borden, Daniel Brask, Justine Roper Williams, Suzanne Lewis, Shirley Lewis-Brown, Kirwan Price

Members Absent: Krisitn Brown, Bradley Boes

1. 25-995 SWEARING IN OF NEW BOARD MEMBERS

Assistant City Clerk, Robyn Tice, was present to administer the oath and swear in the new board member. The new member was Daniel Brask.

OPEN FORUM

None.

APPROVAL OF MINUTES

2. 25-996 PARKS AND RECREATION BOARD MINUTES DATED JULY 15, 2025

A motion was made by Board Member Price and seconded by Board Member Lewis.

The motion by the following vote:

Yes: 6 Renee Borden, Michael Blankenship, Justine Roper Williams, Suzanne Lewis, Kirwan Price, Daniel Brask

No: 0 None

NEW BUSINESS

3. 25-1081 OSCEOLA GOLF COURSE RESTAURANT/EVENT SPACE LEASE SECOND REVIEW

Ryan Mattox and Michael Carro approached the board.

Mattox stated that one of the questions they followed up on from the previous July meeting was the performance evaluations of the tenant. Mattox stated that a QR code will be used to allow the golfers to give feedback, and vote between one and five stars with a goal of a 3.5 average to start off.

Interim Director Shanaghan mentioned to Mattox to speak about the common area shown in the exhibit. Mattox responded accordingly.

Chairperson Borden inquired if this new exhibit information is supposed to be attached to the lease. Mattox stated that was correct.

Chairperson Borden inquired if the lease that was posted was the same as the information that was brought before them. City Attorney Adam Cobb responded accordingly.

Chairperson Borden brought up the concerns that were mentioned in the previous July meeting, regarding the upkeep and maintenance of the common/shared areas. Cobb responded accordingly.

Chairperson Borden also inquired that the lease was not connected to the performance review Mattox spoke about. Mattox responded by stating that it was correct, the two are separate.

Chairperson Borden also inquired if the inventory list consists of current equipment that the city will be turning over to the new tenant. Mattox stated that was correct.

Board Member Lewis inquired if the new tenant would be owning the equipment listed. Mattox responded stating they would not own it, just maintain it.

Board Member Lewis inquired if that information was stated in the lease. Cobb stated that was correct.

A motion to forward the lease to the City Council was made and approved by the Parks and Recreation Board.

4. 25-993 PENSACOLA YOUTH SOCCER AGREEMENT

Interim Director Shanaghan stated this item will have to be presented at next month's meeting, due to the individual who is over the association experiencing family-related medical issues.

5. 25-994 TIME CAPSULE COMMEMORATION PROJECT PROPOSAL

6. 25-1093 UPWARD INTUITION - SKATE SPOT

STAFF REPORTS

None.

DIRECTOR'S REPORT

7. 25-1089 DIRECTOR'S REPORT

Chairperson Borden inquired about the Bay Bluffs project. Interim Director Shanaghan responded accordingly.

OLD BUSINESS

8. 25-1037 DIRECTION '25

Interim Director Shanghan mentioned the Sanders Beach Kayak Launch & Park Revitalization went to council at the last meeting and the bid was accepted.

9. 25-1039 GRANADA SUBDIVISION PARK

Chairperson Borden inquired if Board Member Blankenship was able to revisit the neighborhood association regarding the park. Board Member Blankenship responded accordingly.

OPEN FORUM

ADJOURNMENT

WHEREUPON the meeting was adjourned at 12:00 P.M.
****

KYREE S. WHITEHEAD | KYREEWHITEHEAD@GMAIL.COM | 706-496-9811

EDUCATION

Digital Marketing Institute — Online
Certified Digital Marketing Professional — Awarded, May 2022

University of West Florida — Pensacola, Florida
Masters of Science in Administration, Human Performance Technology — Awarded, May 2018

University of West Florida — Pensacola, Florida
Certification in Human Performance Technology — Awarded, Dec. 2016

University of South Carolina Beaufort — Bluffton, South Carolina
Bachelor of Arts, English - Cum Laude — Awarded, May 2013

PROFESSIONAL EXPERIENCE

Account Director, Connections Customer Success Team — August 2023—Current
The College Board, Remote/Online

- Responsible for the launch of the College Board Connections™ platform for higher education recruitment
- Manage approximately ~300 college/university accounts through the product life cycle (onboarding, launch, operationalization, results review, and annual updates)
- Design, implement, and lead trainings and professional development sessions for educational partners (3+ quarterly)

Account Executive, Client Ambassador & Operations Manager — October 2022—June 2023
3 Enrollment Marketing, Remote/Online

- Manage up to 10 selective or executive college/university accounts in day-to day recruitment and marketing strategies to meet various enrollment goals throughout the cycle
- Provide on-site enrollment operations support for enrollment managers towards annual goals
- Responsible for $3.5million in organizational contracts annually (renewals and expansions)
- Design, implement, and lead trainings and professional development for enrollment managers
- Administrator for company-wide Salesforce system instance

Client Services Account Manager — January 2021—June 2023
3 Enrollment Marketing, Remote/Online

- Manage up to 25 college/university accounts in day-to day recruitment and marketing strategies to meet various enrollment goals throughout the cycle
- Provide exceptional customer services to all clients, communities, and external stakeholders
- Responsible for $3.5million in organizational contracts annually (renewals and expansions)
- Lead educational sessions, trainings, and professional development for clients and coworkers alike
- Administrator for company-wide Salesforce system instance

Executive Director of Admission and Recruitment Strategy February 2019—December 2020
Roosevelt University, Chicago, Illinois

- Oversee the day-to-day operations of the offices of Undergraduate Admission, Graduate Admission, and International Programs (24 staff employees and 15 student employees across 3 campuses)
- Draft and guide the recruitment strategies for undergraduate and graduate new student enrollment
    - Create the university's first Annual Recruitment Plan
- Collaborate with vendors to execute tactics toward meeting enrollment goals
    - Vendors include but not limited to: EAB, Ruffalo Noel Levitz, ACT, and the College Board
- Direct two task forces overseeing the integration of Roosevelt University with Robert Morris University and contributed to three additional
    - Universities representing approx. 4,800 and 1,800 students respectively

Associate Director of Operations and Systems September 2018—February 2019
University of West Florida, Pensacola, Florida

- Oversee the day-to-day operations of the processing and communications staff (12 employees)
- Supervise leadership team overseeing Freshmen Processing, Transfer Processing, and Communications
- Administer daily communications through all CRM and non-CRM communications methods
- Develop and direct all staff on-boarding (including the development of all new employee training materials and hiring practices)
- Manage all incoming contracts in relation to annual admissions budget
- Supervise the processing of 8,000 Freshmen and 6,300 transfer applications annually for an enrollment class of 1,200 and 2,500 respectively

Associate Director of Recruitment April 2017—September 2018
University of West Florida, Pensacola, Florida

- Oversee the day-to-day operations of the Office of Undergraduate Admissions (26 employees)
- Assist in the strategic planning, development, and implementation of the annual recruitment plan
- Direct $40,000 annually for admissions, recruitment, and marketing related events
    - Supervise New Student Orientation and visit experiences, including all related budgets
- Administer scholarships for all new undergraduate students entering UWF
    - Manage and disburse approximately 3 million dollars annually in scholarship and waiver funds
    - Strategically work with the Office of Financial Aid & Scholarships to leverage awards for recruitment
- Head relationships with outside vendors who serve the Office of Undergraduate Admissions for marketing, communications, or recruitment purposes
- Partner with Dean of Students Office for all pre-decision admissions judicial clearances that must be approved
- Partner with UWF Athletics/Coaching Staff regarding prospective athlete applications and processes

Assistant Director of Recruitment October 2015—April 2017
University of West Florida, Pensacola, Florida

- Supervise the Recruitment Team of the Office of Undergraduate Admissions
    - Team consists of 5 members (4 freshmen admissions counselors, 1 transfer admissions counselor)
    - 3 members of the team are located on campus, 2 members are regional (7+ away from campus)
- Design and delegate recruitment territories per recruiter
- Manage $30,000 travel budget annually for all official travel done by the Office of Undergraduate Admissions
- Assist in the planning and implementation of all on-campus open house/admitted student events
- Oversee review process of all students who do not meet minimum requirements for admissions
- Partner with Dean of Students Office for all pre-decision admissions judicial clearances that must be approved
- Partner with UWF Athletics/Coaching Staff regarding prospective athlete applications and processes
- Collaborate with the Office of the President/Provost for all complaints in relations to Undergraduate Admissions
- Trainer and office liaison for off-campus call center which operates for the division of Enrollment Affairs

NOTABLE SKILLS

Communications

- Presenter at SACAC Annual Conference — Spring 2024
- Presenter at NYSACAC Annual Conference — Summer 2022
- Disney's Approach To Quality Service Certificate, Disney Institute — Spring 2022
- Presenter at the Honors Induction Ceremony, Roosevelt University — Fall 2019
- Presenter at AACRAO Annual Conference — Summer 2017
- Presenter at the Spring Staff Symposium, University of West Florida — Spring 2017
- Presenter at the Spring Staff Symposium, University of West Florida — Spring 2016
- Presenter at the Professional Development Symposium, Univ. of West Florida — Spring 2015

Project Management

- Steer task forces in the integration of two universities
  - Chaired task forces overseeing all components of Undergraduate and Graduate Admission. Contributed to task forces overseeing CRM Technology, Marketing & Communications, and cross-university Data Integration
- Design and host annual office/campus-wide workshops regarding enrollment, national trends, and college admissions best practices
  - 4 Admissions Annual Retreats; Roosevelt University — Summer 2019
  - 2 Campus Partner Recruitment Retreats; University of West Florida — Fall 2018
  - 3 Admissions Annual Retreats; University of West Florida — Summer 2018
- Forge partnerships between community/state-colleges and universities for the successful articulation and enrollment of new transfer students
  - Lead 3 partnership agreement negotiations and assisted with 3 additional agreements

Problem-Solving

- Generate the recruitment, admission, and technology process for acceptance of students from a recently closed university
  - Argosy University students to Roosevelt University — Spring 2019
- Develop cross-office functions between Admissions, Registrar, and Financial Aid for all new student enrollment partnerships with community organizations

AWARDS/ACKNOWLEDGMENTS

Community Awards/Acknowledgements - Pensacola, FL

- Board of Directors President, Oasis FL (Non-Profit) — Winter 2022
- Board of Directors Appointee, Oasis FL (Non-Profit) — Spring 2018
- InWeekly Rising Star Award Recipient — Spring 2018

University of West Florida

- Division of Academic Affairs Certificate of Recognition — Spring 2017
- Division of Student Affairs Success Coach — Spring 2017

University of South Carolina Beaufort

- Darwin B. Bashaw Student of the Year Award — Spring 2013
- Sheila J. Tombe Award for Outstanding English Major — Spring 2013
- 2013 Outstanding Student Leader Award — Spring 2013
- Gamma Beta Phi Honor Society — Inductee, Fall 2012
- Sigma Tau Delta International English Honor Society — Inductee, Fall 2011

File #: 25-1108 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - UTILITY EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR SERVICE TO PROJECT TITAN ELEMENT 2 HANGAR 3

RECOMMENDATION:

That City Council approve the utility easement agreement for underground utility lines installed by Florida Power & Light Company for service to Titan Element 2 Hangar 3. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer the utility easement agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Florida Power & Light Company requires an easement covering the location of the underground utility lines servicing Project Titan Element 2 Hangar 3. The power is a necessary part of the site development for the construction of Project Titan Hangar 3.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Easement Agreement with FP&L For Hanger 3
2. Easement Depiction with FP&L For Hanger 3

PRESENTATION: No

Work Request No. 14098264

Sec.14, Twp 1, Rge 29

Parcel I.D.141S292102001001
(Maintained by County Appraiser)

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By
Name: Roy Remington
Co. Name: City of Pensacola
Address: 222 W Main Street
Pensacola, FL 32502

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

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

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

_____
(Witness' Signature)

Print Name: _____
(Witness)

Print Address: _____

_____

_____
(Signature)

Print Name: _____
(Airport Director)

Print Address: _____

_____

City of Pensacola

By: _____

Print Name: _____

Print Title: _____

Print Address: _____

_____
(Signature)

Print Name: _____
(City Attorney)

Print Address: _____

_____

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] on-line notarization, this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

_____
Notary Public, Signature

Print Name _____

Exhibit "A"

Easement Area

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 03 DEGREES 12 MINUTES 02 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 823.26 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 86 DEGREES 47 MINUTES 58 SECONDS EAST A DISTANCE OF 45.78 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT OF WAY VARIES) FOR THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 17 MINUTES 29 SECONDS EAST A DISTANCE OF 240.27 FEET; THENCE NORTH 03 DEGREES 48 MINUTES 04 SECONDS EAST A DISTANCE OF 2.03 FEET; THENCE SOUTH 86 DEGREES 11 MINUTES 47 SECONDS EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 03 DEGREES 48 MINUTES 04 SECONDS WEST A DISTANCE OF 14.52 FEET; THENCE SOUTH 13 DEGREES 44 MINUTES 18 SECONDS EAST A DISTANCE OF 112.38 FEET; THENCE SOUTH 31 DEGREES 30 MINUTES 07 SECONDS EAST A DISTANCE OF 179.84 FEET; THENCE NORTH 78 DEGREES 18 MINUTES 39 SECONDS EAST A DISTANCE OF 1.46 FEET; THENCE SOUTH 11 DEGREES 41 MINUTES 21 SECONDS EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 78 DEGREES 18 MINUTES 39 SECONDS WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 11 DEGREES 41 MINUTES 21 SECONDS WEST A DISTANCE OF 12.95 FEET; THENCE NORTH 31 DEGREES 24 MINUTES 02 SECONDS WEST A DISTANCE OF 170.94 FEET; THENCE NORTH 72 DEGREES 19 MINUTES 15 SECONDS WEST A DISTANCE OF 288.26 FEET TO A POINT LYING NORTH 03 DEGREES 12 MINUTES 44 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT OF WAY VARIES) A DISTANCE OF 445.23 FEET FROM THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 7065, PAGE 997 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 03 DEGREES 40 MINUTES 00 SECONDS EAST A DISTANCE OF 10.03 FEET; THENCE SOUTH 72 DEGREES 19 MINUTES 15 SECONDS EAST A DISTANCE OF 285.53 FEET; THENCE NORTH 13 DEGREES 44 MINUTES 18 SECONDS WEST A DISTANCE OF 113.97 FEET; THENCE NORTH 86 DEGREES 11 MINUTES 47 SECONDS WEST A DISTANCE OF 4.66 FEET; THENCE NORTH 03 DEGREES 48 MINUTES 04 SECONDS EAST A DISTANCE OF 2.92 FEET; THENCE NORTH 80 DEGREES 17 MINUTES 29 SECONDS WEST A DISTANCE OF 240.16 FEET; THENCE NORTH 03 DEGREES 40 MINUTES 00 SECONDS EAST A DISTANCE OF 10.06 FEET TO THE POINT OF BEGINNING. CONTAINING 0.21 ACRE, MORE OR LESS. THE EASEMENT GRANTED HEREIN BEING SUBORDINATE TO FEDERAL AVIATION ADMINISTRATION GRANT ASSURANCES.

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

August 22, 2025

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

Re: Easement ("Easement") between City of Pensacola as sponsor of Pensacola International Airport ("Owner") and Florida Power & Light Company, a Florida corporation ("FPL") for Parcel Identification Numbers: 141S292102001001, 141S292102009001, 141S292000009002

Dear Owner:

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

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

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

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

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

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

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

5. Neither Owner nor FPL shall record this Letter Agreement in the Official Records of the Escambia County Clerk's Office, and any such recordation or attempted recordation of this letter by Owner or FPL shall render void the obligations of the non-defaulting party in paragraphs 3 and 4 of this Letter Agreement. Agreement to this letter was passed by resolution of the Pensacola City Council and recorded as such by the Pensacola City Clerk in the files of Pensacola City Clerk as required by F.S. § 166.041(6). Such filing of passed resolution in Pensacola City Clerk's files shall not render the obligations of either party void. Each of the individuals signing on behalf of a party to this Letter Agreement that they represent, covenants and warrants that they have the full and absolute authority and ability to bind the entity, and that no other person must execute this Letter Agreement on behalf of such entity.

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

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

Respectfully,

Stephen Rhodes
Area Real Estate Manager

APPROVED AS TO CONTENT:

Pensacola International Airport

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

AGREED TO AND ACCEPTED BY:

City of Pensacola

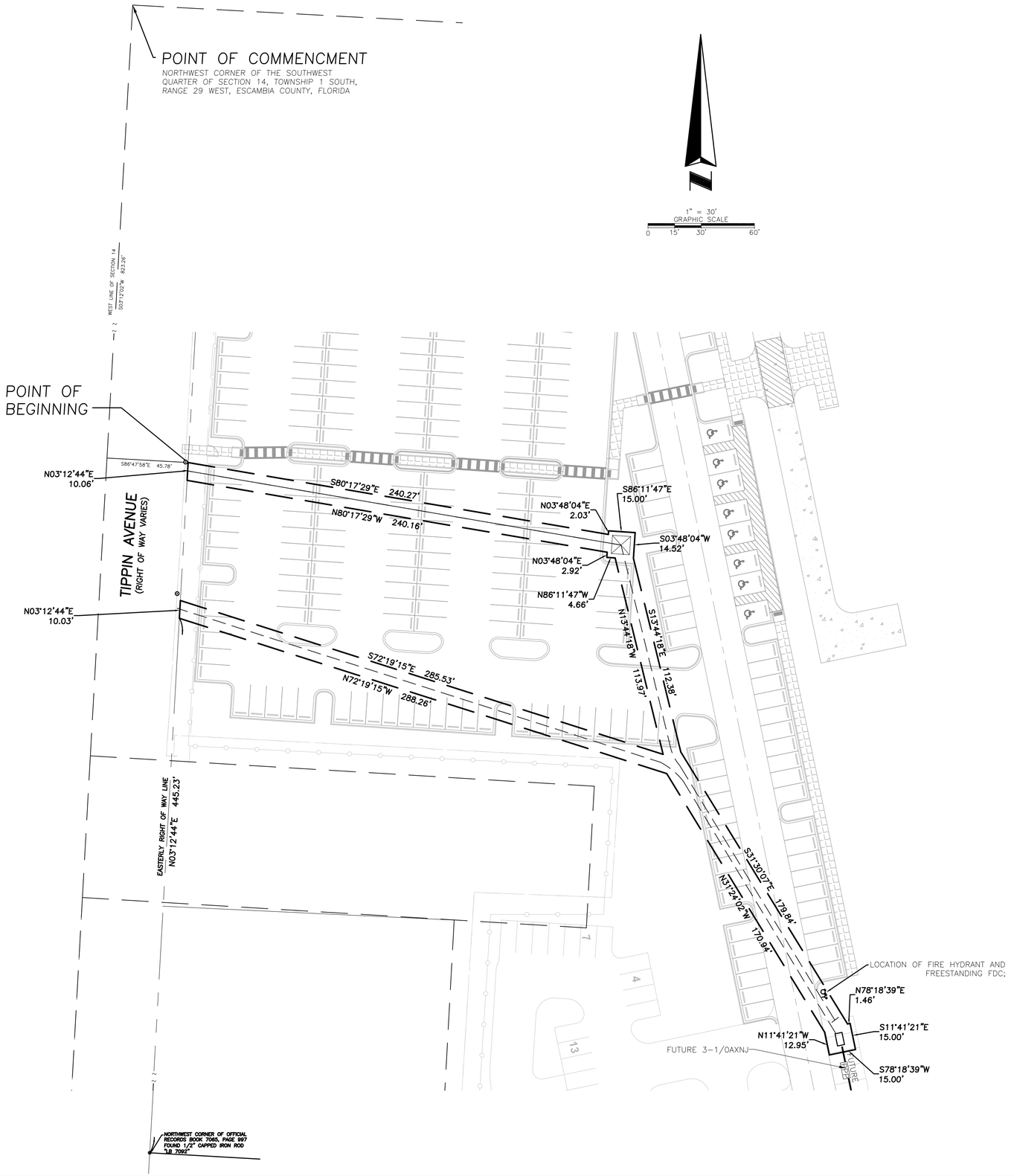
By: _____
Name: D.C. Reeves
Title: Mayor
Address: 222 W Main St.
Pensacola, FL 32502
Date: _____

LEGAL AND VALID AS DRAWN:

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

EXHIBIT "A"

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



VACINITY MAP
NOT TO SCALE

LEGEND & ABBREVIATIONS:

—ɾ ɾ— = LINE DRAWN TO A BROKEN SCALE

DESCRIPTION: (BY THIS SURVEYOR):

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 03 DEGREES 12 MINUTES 02 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 823.26 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 86 DEGREES 47 MINUTES 58 SECONDS EAST A DISTANCE OF 45.78 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT OF WAY VARIES) FOR THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 17 MINUTES 29 SECONDS EAST A DISTANCE OF 240.27 FEET; THENCE NORTH 03 DEGREES 48 MINUTES 04 SECONDS EAST A DISTANCE OF 2.03 FEET; THENCE SOUTH 86 DEGREES 11 MINUTES 47 SECONDS EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 03 DEGREES 48 MINUTES 04 SECONDS WEST A DISTANCE OF 14.52 FEET; THENCE SOUTH 13 DEGREES 44 MINUTES 18 SECONDS EAST A DISTANCE OF 112.38 FEET; THENCE SOUTH 31 DEGREES 30 MINUTES 07 SECONDS EAST A DISTANCE OF 179.84 FEET; THENCE NORTH 78 DEGREES 18 MINUTES 39 SECONDS EAST A DISTANCE OF 1.46 FEET; THENCE SOUTH 11 DEGREES 41 MINUTES 21 SECONDS EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 78 DEGREES 18 MINUTES 39 SECONDS WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 11 DEGREES 41 MINUTES 21 SECONDS WEST A DISTANCE OF 12.95 FEET; THENCE NORTH 31 DEGREES 24 MINUTES 02 SECONDS WEST A DISTANCE OF 170.94 FEET; THENCE NORTH 72 DEGREES 19 MINUTES 15 SECONDS WEST A DISTANCE OF 288.26 FEET TO A POINT LYING NORTH 03 DEGREES 12 MINUTES 44 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT OF WAY VARIES) A DISTANCE OF 445.23 FEET FROM THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 7065, PAGE 997 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 03 DEGREES 40 MINUTES 00 SECONDS EAST A DISTANCE OF 10.03 FEET; THENCE SOUTH 72 DEGREES 19 MINUTES 15 SECONDS EAST A DISTANCE OF 285.53 FEET; THENCE NORTH 13 DEGREES 44 MINUTES 18 SECONDS WEST A DISTANCE OF 113.97 FEET; THENCE NORTH 86 DEGREES 11 MINUTES 47 SECONDS WEST A DISTANCE OF 4.66 FEET; THENCE NORTH 03 DEGREES 48 MINUTES 04 SECONDS EAST A DISTANCE OF 2.92 FEET; THENCE NORTH 80 DEGREES 17 MINUTES 29 SECONDS WEST A DISTANCE OF 240.16 FEET; THENCE NORTH 03 DEGREES 40 MINUTES 00 SECONDS EAST A DISTANCE OF 10.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.21 ACRE, MORE OR LESS

SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM, NAD83, 2011 ADJUSTMENT, AND ARE BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION'S "FLORIDA PERMANENT REFERENCE NETWORK" GPS CONTINUOUSLY OPERATING REFERENCE STATION "PCLA".

2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE.

THOMAS K. MEAD
No 155624
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER
THOMAS K. MEAD
REGISTRATION NUMBER 155624

SSMC
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
4400 BAYOU BOULEVARD, UNIT 40
PENSACOLA, FLORIDA 32503
(850) 332-1440
e-mail: info@southeasternsurveying.com
Certification Number LB6108

REVISION DATE	REVISION	BY
06/05/2025	REVISED EASEMENT & LEGAL DESCRIPTION	VJW
06/06/2025	REVISED EASEMENT & LEGAL DESCRIPTION	VJW

SHEET NUMBER 1 OF 1
NOT VALID WITHOUT SHEETS 1 THROUGH 1

SKETCH & LEGAL OF UTILITY EASEMENT

Project: HANGAR 3-PENSACOLA AIRPORT
PENSACOLA, FLORIDA

Field Date: MAY 21, 2025 | Drawn By: VJW | Scale: 1" = 30'

Certified to: FLORIDA POWER & LIGHT

DRAWING NUMBER
64463008
SHEET NUMBER
1 OF 1

Titan Element 2 Hangar 3

FPL Permanent Power Easement

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1106 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED REVISIONS - PORT TARIFF NO. 5A

RECOMMENDATION:

That City Council approve the proposed revisions to Port of Pensacola Tariff No. 5A. Further, that City Council authorize the Mayor to take those actions necessary to implement the revisions in accordance with the terms of the tariff and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a public seaport, the Port of Pensacola is required under Federal Maritime Commission rules and regulations to maintain a publicly available tariff that sets forth the rules, regulations, policies, procedures, rates, charges, and fees applicable to conduct business at the Port. Additionally, the Port of Pensacola is a member of the Gulf Seaport Marine Terminals Conference (GSMTC). This rate-setting conference is registered with the Federal Maritime Commission and enjoys anti-trust immunity under the laws of the United States.

Per section 10-3-17 (b) of the City of Pensacola Code of Ordinances, changes to the tariff may be made by the Mayor with City Council approval.

The following specific tariff revisions are being proposed: updates to access to port property, transit cargo sheds, stevedores, freight handlers, and steamship agents. Increases are proposed for cargo (non-waterborne), space assignments, minimum billing charges, stevedore license or freight handling permit fees, wharf/terminal lights, transit shed use, wharfage rates, dockage rates, franchise fees, harbor fees, facility maintenance fees, passenger wharfage rates, rail track usage and maintenance fees, the schedule of miscellaneous labor rates and rental charges, security surcharge, storage charges, container storage rates and charges, and containerized traffic based on CPI rate increases or industry comparisons. Additional changes include updates to the Security Cost Share Program, as well as the creation of a new Utilities

Cost Share Program and a new Insurance Cost Share Program.

PRIOR ACTION:

September 23, 2024 - City Council approved an administrative revision regarding the Gulf Seaports Marine Terminal Conference as well as increases in other tariff rates. Further, City Council authorized the Mayor to amend Port of Pensacola Terminal Tariff No. 5A to reflect the changes.

FUNDING:

N/A

FINANCIAL IMPACT:

The proposed tariff revisions and rate increases are expected to generate higher revenue for the Port, and included as part of the overall revenue projections for the proposed FY26 budget submission.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

8/22/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Lance Scott, Port of Pensacola Director

ATTACHMENTS:

1. Revision – Port Tariff No. 5A (Effective October 1, 2025)
2. Revision – Port Tariff No. 5A (Effective October 1, 2025) PDF

PRESENTATION: No

Terminal Tariff 5-A

Containing Rates, Charges, Rules and Regulations Applicable to Facilities at the

PORT OF PENSACOLA

(An Enterprise Department of the City of Pensacola)

Originally Issued: September 15, 2005

Revisions Effective: October 1, 2025

PORT OF PENSACOLA
TARIFF NO. 5-A
700 S. Barracks St.
Pensacola FL 32502

Issued by:
Lance Scott
Port Director
Telephone: 850-436-5070
Fax: 850-436-5076
Email: lscott@cityofpensacola.com

Reference Federal Maritime Commission Carrier List FMC1
Marine Terminal Operator Organization #002049

THE PORT OF PENSACOLA

PORT TERMINAL TARIFF 5-A

Table of Contents, Changes, Revisions & Re-Issues

ITEM	TITLE	PAGE	EFFECTIVE DATE
	SECTIONONE: DEFINITIONS		
100	Gulf Seaports Marine Terminal Conference	9	October 1, 2024
102	Agent or Vessel Agent	10	September 15, 2005
104	Apron, Apron Wharf, Wharf Apron	10	September 15, 2005
106	Arrival Date; Date of Arrival; Arrival	10	September 15, 2005
108	Berth	10	September 15, 2005
110	Bonded Storage	10	September 15, 2005
112	Checking	10	September 15, 2005
114	Container	10	September 15, 2005
116	Day	10	September 15, 2005
118	Dockage	10	September 15, 2005
120	End of Ship's Tackle	10	September 15, 2005
121	Escort	11	May 1, 2014
122	Escorting	11	May 1, 2014
123	Free Time	11	September 15, 2005
124	Freight Handler	11	September 15, 2005
126	GRT/LOA	11	September 15, 2005
128	Handling	11	September 15, 2005
130	Harbor Fee	11	September 15, 2005
132	Heavy Lift	11	September 15, 2005
134	Heavy Lift Cargo	11	September 15, 2005
136	Liner Service	11	September 15, 2005
138	Loading or Unloading	12	September 15, 2005
140	Marginal Tracks	12	September 15, 2005
142	Point of Rest	12	September 15, 2005
144	Port Director	12	September 15, 2005
146	Port of Pensacola	12	September 15, 2005
148	Sailing Date; Date of Sailing, Departure…	12	September 15, 2005
149	Secure Restricted Area	12	May 1, 2014
150	Shipside	12	September 15, 2005
151	Stevedore	12	September 15, 2005

152	Storage	13	September 15, 2005
154	Storage Period	13	September 15, 2005
156	Switching	13	September 15, 2005
158	Terminal Storage	13	September 15, 2005
159	Transportation Worker Identification Credential (TWIC)	13	May 1, 2014
160	Ton	13	September 15, 2005
162	Unitized Cargo	13	September 15, 2005
164	User	13	September 15, 2005
166	Vessel	13	September 15, 2005
168	Volume Rates	14	September 15, 2005
170	Wharf or Wharves	14	September 15, 2005
172	Wharf Demurrage	14	September 15, 2005
174	Wharfage	14	September 15, 2005
190	Explanation of Abbreviations…	15	December 15, 2006
192	Metric Conversion Table	16	September 15, 2005
194	Metric Equivalents	16	May 1, 2014
	SECTION TWO: GENERAL INFORMATION, RULES & REGULATIONS		
200a	Access – To Harbor	17	September 15, 2005
200b	Access – To Port Property	17	October 1, 2025
200c	Access – To Records	19	September 15, 2005
201	Administration	19	September 15, 2005
202	Anchorage	19	September 15, 2005
203	Anchorage, Turning Basin & Channel	19	September 15, 2005
205	Berth Assignments	19	May 1, 2014
206	Bonded Storage	20	July 1, 2019
208a	Cargo – Arriving or Departing in Railcars	20	September 15, 2005
208b	Cargo – Conditions Governing…	21	September 15, 2005
208c	Cargo – Handling, Receipt& Delivery	21	September 15, 2005
208d	Cargo – Heavy Lift	21	September 15, 2005
208e	Cargo – Non-Waterborne	22	October 1, 2025
208f	Cargo – Or Freight Likely to Damage…	22	September 15, 2005
208g	Cargo – Responsibility For	22	September 15, 2005
208h	Cargo – Scheduling Movement…	22	September 15, 2005
208i	Cargo – Disposition of Undelivered	23	September 15, 2005
209	Cargo Statement Required	23	September 15, 2005

210	Cargo Statement/Ship's Manifests	23	July 1, 2019
211	Change of Location of Vessels	24	September 15, 2005
212	Change of Ownership	24	September 15, 2005
213	Collision	24	May 1, 2014
214	Compliance with Governmental Regulations	24	September 15, 2005
215	Crane Operations on Port Property	24	September 15, 2005
218	Delivery Orders	25	September 15, 2005
219	Demurrage or Detention	25	September 15, 2005
220	Discharging Ballast, Refuse or Similar…	25	July 1, 2019
221a	Dockage – Basis of Charges	26	September 15, 2005
221b	Dockage – Duration	26	September 15, 2005
221c	Dockage – Unauthorized	26	September 15, 2005
221d	Dockage – Vessels Exempt From	27	September 15, 2005
222	Dock Receipts	27	September 15, 2005
224	Emergency Ship Movement Policy	27	July 1, 2019
225	Environmental Matters	28	May 1, 2014
226a	Facilities – Berthing	28	July 1, 2019
226b	Facilities – Bunkering	29	September 15, 2005
226c	Facilities – Damage To	29	July 1, 2019
226d	Facilities - Space Assignments	29	October 1, 2025
226e	Facilities – Transit Cargo Sheds	30	October 1, 2025
228a	Free Time – Computation Of	31	October 26, 2023
228b	Free Time – Disposition of Cargo After…	31	September 15, 2005
228c	Free Time	31	July 1, 2019
228d	Free Time – And Storage During Work Stoppage or Interruption	32	September 15, 2005
228e	Free Time - Non Waterborne Cargo	32	May 1, 2014
230	Fumigation Requirement	32	September 15, 2005
232	General Restrictions and Limitations	33	September 15, 2005
233	Ground Rubber Tire Additives	33	September 15, 2005
234	Guns; Explosives; Other Hazardous…	33	September 15, 2005
235	Harbor Channel	33	September 15, 2005
236	Harbor Safety	33	September 15, 2005
237	Holidays	34	October 26, 2023
239	Intracoastal Waterway	34	September 15, 2005
240	Indemnification and Hold Harmless	34	September 15, 2005
241a	Insurance	35	January 1, 2015
241b	Insurance – Cargo	35	September 15, 2005

241c	Insurance – Stevedores & Freight Handlers	36	September 15, 2005
242	Inventory, Requirements For	36	July 1, 2019
243	Leasing of Real Property	37	February 1, 2021
244	Lessees' and Renters' Responsibility	37	September 15, 2005
245	Liability: Exculpatory Provision	37	September 15, 2005
246	Liability and Payment of Charges	37	July 1, 2019
247	Location	39	July 1, 2019
248	Loitering on Premises	39	September 15, 2005
249	Loss Control and Safety	39	September 15, 2005
252	Minimum Billing Charges	39	October 1, 2025
253	NPDES	39	October 20, 2009
254	Normal Working Hours	40	September 15, 2005
256	Oily Waste Disposal…	40	October 1, 2024
258	Pallet Rental and Usage	41	September 15, 2005
259	Permit and Franchise Fees	42	July 1, 2019
260	Pilot Service	42	October 26, 2023
261	Potable Water	42	September 15, 2005
262	Project Cargo Rates and Rates for Special Services	42	September 15, 2005
264	Radio Equipment	42	October 1, 2024
265a	Railcars – Door Widths	42	July 1, 2019
265b	Railcars – Placing, Loading & Unloading	42	September 15, 2005
266	Railroads	43	September 15, 2005
267	Requirement to Work Overtime	43	September 15, 2005
268	Responsibility for Loss or Damage	43	September 15, 2005
269	Right to Refuse Cargo	43	September 15, 2005
270	Shippers' Requests and Complaints	44	September 15, 2005
271	Shut-Out Cargo	44	September 15, 2005
272	Signs	44	September 15, 2005
273	Smoking	44	September 15, 2005
274	Special Services	44	September 15, 2005
275	Stevedores, Freight Handlers & Steamship Agents	44	October 1, 2025
276	Stevedore License or Freight Handling Permit	46	October 1, 2025
277a	Storage Invoices	46	July 1, 2019
277b	Storage, Staging and Assembly of Non Cargo and Materials	47	May 1, 2014
278	Storm Protection	47	September 15, 2005
279	Substitution of Vessels	47	September 15, 2005
282a	Tariff – Application & Interpretation	48	May 1, 2014
282b	Tariff – Consent to Terms	48	September 15, 2005
283	Tides	48	September 15, 2005
284	Traffic Via Motor Carrier	48	September 15, 2005
285	Trespassing	48	September 15, 2005
286	Tug Service	49	April 19, 2024
288a	Vessel(s) – Speed	49	September 15, 2005
288b	Vessel(s) – To Vacate	49	July 1, 2019

288c	Vessel(s) – Lights at Night	50	July 1, 2019
288d	Vessel(s) – Manning & Mobile Condition	50	July 1, 2019
288e	Vessel(s) – Mooring	50	September 15, 2005
288f	Vessel(s) – Movements, Regulation of	50	September 15, 2005
288g	Vessel(s) – Nuisance Created by	51	September 15, 2005
288h	Vessel(s) – Subject to Pilotage	51	September 15, 2005
292	Weighing	51	February 15, 2009
293	Wharf Cleaning	51	July 1, 2019
294	Wharf Obstruction	52	July 1, 2019
295	Wharf/Terminal Lights; Transit Shed Use	52	October 1, 2025
296a	Wharfage – Earned	52	September 15, 2005
296b	Wharfage – Rate for Cargo Moving Directly Between Water and Water Carrier	52	September 15, 2005
296c	Wharfage – Rate for Transshipment Cargo	52	September 15, 2005
	SECTION THREE: WHARFAGE, LOADING & UNLOADING RATES		
300	Articles Not Otherwise Specified	53	October 1, 2025
302	Aluminum	53	October 1, 2024
306	Bagged Products	53	October 1, 2024
308	Beverages	54	October 1, 2024
310	Bulk Materials, Dry	54	October 1, 2025
312	Cotton or Cotton Linters	54	October 1, 2024
314	Iron and Steel Articles	54	October 1, 2025
316	Lime	55	October 1, 2024
318	Lumber, Veneer or Forest Products	55	October 1, 2025
320	Magnesite, - Dead Burnt or Calcined	56	October 1, 2024
322	Metal or Alloy	56	October 1, 2024
324	Paper and Paper Articles, Wood Pulp	56	October 1, 2025
326	Rubber	56	October 1, 2024
328	Vegetable Oils	57	October 1, 2025
330	Vehicles	57	October 1, 2024
	SECTION FOUR: GENERAL CHARGES		October 1, 2024
400	Dockage Rates	58	October 1, 2025
404a	Franchise Fees – Handling General License	59	October 1, 2025
404b	Franchise Fees – Stevedores	59	October 1, 2025
408	Harbor Fees	60	October 1, 2025
410	Line-Handling	60	July 1, 2019
412	Pilot Boat Fees	60	October 1, 2022
414	Facility Maintenance Fees	60	October 1, 2025
420	Passenger Wharfage Rates	60	October 1, 2025

426	Railcar Shunting	61	July 1, 2019
428	Railcar Storage	62	June 23, 2007
429	Rail Track Usage & Maintenance Fee	63	October 1, 2025
430	Schedule of Miscellaneous Labor Rates and Rental Charges	63	October 1, 2025
434	Security Surcharge	58	October 1, 2025
436a	Item Previously Deleted / Number Reserved	59	
436b	Storage Charges – For All Commodities	59	October 1, 2025
440	Water	65	October 1, 2024
442	Water Hose Rental	59	October 1, 2025
443	Public Marinas	60	May 1, 2023
444	Security Cost Share Program	61	October 1, 2025
445	Utilities Cost Share Program	62	October 1, 2025
446	Insurance Cost Share Program	62	October 1, 2025
	SECTIONFIVE: CONTAINERS		
500	Container Point-of-Rest	62	September 15, 2005
502	Handling of Containers	62	September 15, 2005
504	Interim Parking Area	62	September 15, 2005
506	Marshaling Yard	62	September 15, 2005
508	Receiving or Delivering Containers	62	September 15, 2005
510	Re-Handling Containers	62	September 15, 2005
512	Relocation of Empty Containers	62	September 15, 2005
514	Segregation of Containers	63	September 15, 2005
516a	Receiving of Containers - From Inland Carrier	63	September 15, 2005
516b	Receiving of Containers – Having Damage or Variances…	63	September 15, 2005
518	Delivery of Container to Inland Carrier	63	September 15, 2005
520	Transfer of Containers Between Vehicular Conveyances	63	September 15, 2005
522	Containers Loaded in Excess of Rated Capacity	63	September 15, 2005
524	Charges for Container Services During Other-Then-Normal Working Hours	64	September 15, 2005
528a	Free Time – Import Containerized Traffic	64	September 15, 2005
528b	Free Time – Export Containerized Traffic	64	September 15, 2005
532	Rates and Charges; Containerized Traffic	65	October 1, 2025
534	Container Storage	65	October 1, 2025
	SECTION SIX: FOREIGNTRADE ZONE NO. 249		
600	Role of the Port of Pensacola	65	October 1, 2024
602	Site Descriptions	65	February 1,2021
604	Zone Schedule Incorporated by Reference	65	September 15, 2005

606	Operator Required	65	September 15, 2005
608	Payment of Charges	65	September 15, 2005
	APPENDIX A: **STEVEDORE FRANCHISE LICENSE** **AND FREIGHT HANDLING PERMIT**		
I	Stevedore License or Freight Handling Permit – General	66	September 15, 2005
II	Application for Stevedore License or Freight Handling Permit	66	September 15, 2005
III	Consideration	68	September 15, 2005
IV	Issuance of License or Permit and Renewals	70	September 15, 2005
V	Fees	72	July 1, 2019
VI	Stevedore License and Freight Handling Permit Renewal Application Policy	73	September 15, 2005
VII	Stevedore & Freight Handling Insurance	74	September 15, 2005
	APPLICATION	75	July 1, 2019

SECTION ONE – DEFINITIONS

ITEM #:	DEFINITION
100	**GULFSEAPORTS MARINE TERMINAL CONFERENCE** **(Effective: October 1, 2024)**

GULF SEAPORTS MARINE TERMINALCONFERENCE
FEDERALMARITIME COMMISSION AGREEMENTNO. 224-200163
APPROVED DECEMBER 2, 1988
PARTICIPATING MEMBERS:

1. Port of New Orleans
2. Lake Charles Harbor and Terminal District
3. Port of Greater Baton Rouge
4. Orange County Navigation and Port District
5. Mississippi State Port Authority
6. Port of Beaumont, Texas
7. Port of Houston Authority
8. Board of Trustees of the Galveston Wharves
9. Alabama State Docks
10. Port of South Louisiana
11. Brownsville Navigation District
12. Port of Port Arthur
13. Jefferson County, Texas
14. Tampa Port Authority
15. Panama City Port Authority
16. Port of Pensacola
17. Port of Freeport
18. Port of Pascagoula, Pascagoula, Jackson County Port Authority
19. Manatee Port Authority
20. St. Bernard Port, Harbor and Terminal District
21. Plaquemines Port, Harbor, and Terminal District

Notice: The Gulf Seaports Marine Terminal Conference Agreement permits the participating members to discuss and agree upon port terminal rates, charges, rules, and regulations. Any such rates, charges, rules, and regulations adopted pursuant to said agreement, shall be published in the respective tariffs of said members and so identified by proper Symbol and explanation.

SHIPPER'S REQUESTS AND COMPLAINTS: Shippers, or other users of the facilities and services of the members of said conference, desiring to present requests or complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said Conference agreement, should submit the same, in writing, to the chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or

	complaint, the Conference Chairman will so advise by mail. The said chairman will notify such shipper or complainant of the docketing of the matter and the date and time of the proposed meeting, and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting. **Alex King, Port of Panama City Executive Director**
102	**AGENT OR VESSEL AGENT** **(Effective: September 15, 2005)**
	The party or entity which submits the application for berth.
104	**APRON, APRON WHARF, WHARF APRON** **(Effective: September 15, 2005)**
	That part of the wharf structure lying between the outer edge of the guard rail and the transit shed; or, as to open wharves, that part of the wharf structure carried on piles beyond the fill.
106	**ARRIVAL DATE; DATE OF ARRIVAL; ARRIVAL** **(Effective: September 15, 2005)**
	The date and time at which a vessel arrives at the Port of Pensacola and is moored at her berth.
108	**BERTH** **(Effective: September 15, 2005)**
	The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.
110	**BONDED STORAGE** **(Effective: September 15, 2005)**
	Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by United States Customs.
112	**CHECKING** **(Effective: September 15, 2005)**
	The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.
114	**CONTAINER** **(Effective: September 15, 2005)**
	A standard (I.S.O.) seagoing container 20 feet in length or over.
116	**DAY** **(Effective: September 15, 2005)**
	A consecutive 24-hour period or fraction thereof.
118	**DOCKAGE** **(Effective: September 15, 2005)**
	The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.
120	**END OF SHIP'S TACKLE** **(Effective: September 15, 2005)**
	Wherever in this tariff the term end of ship's tackle is used, it means that immediate moment in time that a container or cargo is on hook or gear of ship or stevedore simultaneous with fastening of the container or cargo to or release of the container or cargo from the hook or gear.
121	**ESCORT** **(Effective: May 1, 2014)** An individual who has been issued a TWIC, who engages in escorting, as defined, and who assumes the responsibility for accompanying authorized non-TWIC holder(s) into a Secure Restricted Area.

122	**ESCORTING** **(Effective: May 1, 2014)**
	Ensuring that the escorted individual is continuously accompanied while within a Secure Restricted area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those of which escorted access was granted.
123	**FREE TIME** **(Effective: September 15, 2005)**
	The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the unloading or subsequent to the discharge of such cargo on or off the vessel.
124	**FREIGHT HANDLER** **(Effective: September 15, 2005)**
	As used in this tariff, the term freight handler refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physical loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges.
126	**GRT/LOA** **(Effective: September 15, 2005)**
	Whenever used in this tariff with respect to a vessel the term "GRT" means the tonnage figure, or if more than one, the highest tonnage figure, appearing in Lloyd's Register of Shipping as the official gross registered tonnage of the vessel; "LOA" designation refers to the length overall of a vessel as reflected in Lloyd's Register of Shipping.
128	**HANDLING** **(Effective: September 15, 2005)**
	The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.
130	**HARBOR FEE** **(Effective: September 15, 2005)**
	The charge assessed against a vessel for use of the harbor and waterways of the port.
132	**HEAVY LIFT** **(Effective: September 15, 2005)**
	The service of providing heavy lift cranes or equipment for lifting cargo.
134	**HEAVY LIFT CARGO** **(Effective: September 15, 2005)**
	A single unit of cargo exceeding a weight of 75,000 pounds.
136	**LINER SERVICE**
	(Effective: September 15, 2005)
	Vessels making regularly-scheduled calls for the receipt and delivery of cargo or passengers at this port.
138	**LOADING OR UNLOADING** **(Effective: September 15, 2005)**
	The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of conveyance to or from the terminal facility. All loading and unloading rates contained in this tariff are exclusive of any securing, blocking and/or bracing required to be performed by the cargo handling permittee.
140	**MARGINAL TRACKS** **(Effective: September 15, 2005)**
	Railroad tracks on the wharf apron within reach of ship's tackle.

142	**POINT OF REST** **(Effective: September 15, 2005)**
	The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shipper for loading of vessel.
144	**PORT DIRECTOR** **(Effective: September 15, 2005)**
	As used in this tariff, the term port director includes the port director's duly-authorized representative.
146	**PORT OF PENSACOLA** **(Effective: September 15, 2005)**
	As used in this tariff, the term Port of Pensacola includes, when applicable, the City of Pensacola as the port's parent agency and/or the Pensacola City Council as the ort's governing body.
148	**SAILINGDATE; DATE OF SAILING; DEPARTURE DATE** **(Effective: September 15, 2005)**
	The date and time at which a vessel releases her final mooring line and is underway.
149	**SECURE RESTRICTED AREA** **(Effective May 1, 2014)**
	The area over which an owner/operator has implemented security measures for limited access and a higher degree of security protection.
150	**SHIPSIDE** **(Effective: September 15, 2005)**
	The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.
151	**STEVEDORE** **(Effective: September 15, 2005)**
	As used in this tariff, "stevedore" includes persons, firms, corporations, or other business entities and their subsidiaries engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary experience to load and unload said commercial cargo vessels and/or barges.
152	**STORAGE** **(Effective: September 15, 2005)**
	A charge assessed for providing storage in or upon designated areas of the wave, transit sheds and terminal facilities owned or operated by the Port of Pensacola after expiration of free time.
154	**STORAGE PERIOD** **(Effective: September 15, 2005)**
	A period of storage based on each 30 days or fraction thereof unless otherwise specified.
156	**SWITCHING** **(Effective: September 15, 2005)**
	A charge made for the movement of cars within the switching limits of the terminal, made usually on a flat per car basis.
158	**TERMINAL STORAGE** **(Effective: September 15, 2005)**
	The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.

159	**TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC)** **(Effective: September 15, 2005)**
	A government issued biometric; photoidentification card issued to qualified individuals only after a criminal background check has been completed. This card is required for any individual to gain unescorted authorized access to the secure areas of a vessel or facility regulated by 33 CFR 101-105.
160	**TON** **(Effective: September 15, 2005)**
	Unless otherwise specified in individual tariff items, the term ton as used in this tariff is equal to a short ton of 2,000 pounds or a measurement ton of 40 cubic feet, whichever results in the greatest revenue to the port.
162	**UNITIZED CARGO** **(Effective: September 15, 2005)**
	Shipments of commodities – whether pre-palletized, skidded, crated, boxed or packaged – to permit free access of forklift tines.
164	**USER** **(Effective: September 15, 2005)**
	A user of the terminal facilities owned, leased, and/or controlled by the Port of Pensacola shall include any vessel, consignor, consignee, beneficial owner of cargo , stevedore firm, or other person: (1) who uses any Port of Pensacola properties, facilities or equipment; or (2) to whom or from whom any service, work or labor is furnished, performed, done or made available by the Port of Pensacola at the port; or (3) who owns or has custody of cargo moving over the port.
166	**VESSEL** **(Effective: September 15, 2005)**
	Every description of water craft or other artificial contrivance whether self-propelled or not self-propelled, used or capable of being used as a means of transportation on water and shall include in its meaning the owner thereof.
168	**VOLUME RATES** **(Effective: September 15, 2005)**
	Volume rates will be based on equal rates for equal volumes for all exporters or importers. Volume rates will be quoted upon request.
170	**WHARF OR WHARVES** **(Effective: September 15, 2005)**
	Any wharf, pier, quay, landing or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas alongside of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution or handling of cargo.
172	**WHARF DEMURRAGE** **(Effective: September 15, 2005)**
	A charge assessed against cargo remaining in or on terminal facilities after the expiration of free-time unless arrangements have been made for storage.
174	**WHARFAGE** **(Effective: September 15, 2005)**
	A charge assessed against any cargo passing or conveyed over, onto or under wharves or between vessels (to or from barge, lighter or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is due even if cargo is not handled to or from a vessel, and whether or not the wharf is used. Wharfage does not include charges for any other services.

190	EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS USED IN TARIFF (Effective: September 15, 2005)	
	$	Dollars
	%	Percent
	BBL	Barrel
	(C)	Change in wording resulting in neither an increase nor reduction in charges
	Cont'd	Continued
	Cu. Ft.	Cubic feet
	CWT	Hundredweight
	DHS	U.S. Department of Homeland Security
	ETA	Estimated time of arrival
	ETD	Estimated time of departure
	FMC	Federal Maritime Commission
	FTZ	Foreign Trade Zone
	GRT	Gross registered ton
	GSMTC	Rate Adopted in Accordance with Official Action of the Gulf Seaports Marine Terminals Conference
	(I)	Increase in rate
	ISO	International Standardization Organization
	LBS	Pounds
	LOA	Length overall
	MIN	Minimum
	MISC	Miscellaneous
	MFB	Thousand board feet
	MT	Metric ton
	(N)	New item or addition
	NO	Number
	NOS	Not otherwise specified
	O/T	Other than
	(R)	Reduction in rate
	SFTB	Southern Freight Traffic Bureau
	Sq. Ft.	Square Feet
	UFC	Uniform freight classification
	USCG	United States Coast Guard
	Wt.	Weight

192	METRIC CONVERSION TABLES (Effective: September 15, 2005)		
	TO FIND	**GIVEN**	**MULTIPLY**
	Short Tons	Metric Tons	Metric Tons by 1.102
	Metric Tons	Long Tons	Long Tons by 1.016
	Long Tons	Metric Tons	Metric Tons by 0.984
	Kilos	Pounds	Pounds by 0.4536
	Pounds	Kilos	Kilos by 2.2046
	Cubic Meters	Measurement Tons	Tonsby 1.133
	Measurement Tons	Cubic Meters	Cubic Meters by 0.883

	MFB's	Cubic Meters	Cubic Meters by 0.424

194 METRIC EQUIVALENTS
(Effective: May 1, 2014)

Measure	Metric Equivalent
1 Pound	0.4536 Kilograms
1 CWT (US - 100 Pounds)	45.359 Kilograms or 0.04536 Metric Tons
1 CWT (British - 112 Pounds)	50.802 Kilograms or 0.0508 Metric Tons
1 Ton of 2000 Pounds	907.2 Kilograms
2 Metric Ton	1,000 Kilograms
1 Inch	2.54 Centimeters
1 Foot	0.3048 Meters
1 Yard	0.9144 Meters
1Cubic Foot	0.0283168Cubic Meters
40 Cubic Feet	113.27 Cubic Meters
1 Bushel Grain	27.216Kilos
1 Barrel (US - 42 Gallons)	158.987 Liters

Measure	English Equivalent
1 Kilogram	2.2046 Pounds
1000 Kilograms	2204.6 Pounds or 1.1023 Short Tons
1 Centimeter	0.3937Inches
1 Meter	39.37 Inches
1Cubic Meter	35.314 Cubic Feet
1,000 Feet, Board Measure	83.333 Cubic Feet
1Cubic Meter	423.792 Feet, Board Measure

Terminal Tariff 5-A

SECTION TWO – GENERAL INFORMATION, RULES AND REGULATIONS

200a ACCESS - TO HARBOR
(Effective: September 15, 2005)

Notwithstanding any other provision of this Tariff, the Port Director may refuse entry of any vessel to the Port of Pensacola when, in his discretion, such refusal shall be in the best interest of the Port of Pensacola.

200b ACCESS - TO PORT PROPERTY
(Effective: October 1, 2025)

The Port of Pensacola is designated as a "Secure Restricted Area," which includes all land, facilities, buildings and offices; open and covered cargo-storage areas; cargo sheds; all docks, including their entry and exit ways; all equipment, machinery, railroad rights-of-way, and roadways which are owned, controlled or operated by the Port. In effect, the "Restricted Area" is all property south of the main entrance to the port located on Barracks Street.

Access Control Policies for the Port of Pensacola are developed in accordance with federal guidelines, and any amendments to these laws. The Port of Pensacola Seaport Security Plan establishes all guidelines for access to the "Secure Restricted Area." This plan is maintained by the Seaport Security Administrator.

All STEVEDORES, FREIGHTHANDLERS, INDUSTRIALVENDORS, PEDDLERS, CASUALVENDORS, DAY LABORERS, and SHIPS' CREW MEMBERS AND OTHER SEAGOING PERSONNEL are subject to access control procedures identified in the Seaport Security Plan.

"Industrial vendors" includes vessel agent; line-handling contractors, ship chandlers; fuel and bunkering merchants servicing vessels; radio- and related electronic-repair firms servicing vessels; ship-repair firms; certified for-hire motor carriers of property and passengers, including licensed taxicabs; non-profit maritime support organizations; and construction contractors.

It shall be unlawful for any person or firm to conduct or carry out any business activity on the Port of Pensacola property without first obtaining the necessary licenses from the City of Pensacola.

TWIC & TWIC ESCORT POLICY:

In accordance with U.S. Coast Guard regulation CFR § 101.514 TWIC Requirement and CFR § 101.515 TWIC/Personal Identification, all persons requiring unescorted access to secure restricted areas of facilities regulated by the USCG must possess a Transportation Worker Identification Credential (TWIC) before such access is granted. Persons requesting access to Port of Pensacola facilities who do not have a TWIC must make advance arrangements for escorting by a person holding a valid TWIC who has been approved for access to Port facilities and who has been granted escorting privileges. Such escorting must be side-by-side or line of sight for the duration of the visit. Details of the current Port escort policy may be obtained from the Port Administration Office. It is the port user's responsibility to make sure they are following these regulations.

Escorts by Port of Pensacola personnel may be provided when suitable personnel are available, and at the sole discretion of the Port, at a rate of ~~$50.00~~ $51.50 per hour (or part) with a minimum charge of ~~$50.00~~ $51.50 per individual escort. The Port of Pensacola makes no representation that escorts will be available for the duration of their visit.

~~Only checks, cash, or money orders are acceptable payment methods (billing/invoicing is not authorized).~~

RESPONSIBILITY FOR PERSONAL INJURY, DEATH, OR LOSS AND DAMAGE TO PERSONAL PROPERTY:

Except for personal injury, death or loss and damage to personal property caused by its own liability, the Port of Pensacola will not be responsible for personal injury, death or loss and damage to personal property of persons granted permission to enter upon Port property as provided in this ITEM. Persons who are granted permission to enter upon Port property as provided in this ITEM agree to defend, indemnify and save harmless the Port of Pensacola from and against all losses, claims, demands and suits for losses and damages to property, death and personal injury, including court costs and attorney's fees, incident to or resulting from their entry upon Port of Pensacola property.

OPERATION OF MOTOR VEHICLES ON PORT PROPERTY:

Vehicular Access Control procedures are outlined in the Port of Pensacola Seaport Security Plan, which is maintained by the Seaport Security Administrator.

If, in the judgment of the Port, the use, driving, operation or parking of a vehicle does, will or could interfere with the efficient or safe operations of Port property, designated Port representatives, including Port security personnel, may order such vehicle or vehicles out of the area of interference or off Port property.

The Port may order the removal of vehicles not in compliance with this provision with all towing and storage at the owner's expense.

No vehicles shall be driven closer than 100 feet to any vessel handling flammable cargo or materials without specific permission from the Port Director.

Parking areas within the Secured Area are designated with signs. Vehicles entering the Secured area should be directed by security officers to park in one of the Secured parking areas. Vehicles may ONLY access docks if it is necessary to park in these areas. The primary Port parking area is situated outside of the fenced Port Secured Area, north of the administration building. Parking for vehicles authorized in the Port's Secured Area is for personnel with an essential need. Parking within the seaport is restricted.

Parking for employees, dock workers, and visitors is restricted to designated areas, off dock and outside of fenced operational, cargo handling, and designated storage areas (unless they have an essential need to park in a non-designated area). Parking for vehicles authorized on port grounds is restricted largely to port authority, carrier, tenants, maintenance, commercial and government vehicles which are essential within the seaport or marine terminal. Parking for these vehicles is restricted to clearly mark designated parking areas within the perimeter of the port.

No unaccompanied baggage is accepted at this facility at any time.

SEARCHES:

All vehicles entering the Port are subject to search.

ENTERING the Port: If the driver of a vehicle refuses to permit a search, access will be denied.

EXITING the Port: If the driver of a vehicle refuses to permit a search, local law enforcement will respond and conduct the search. The individual will also be placed on the "Revocation Roster" and banned from accessing the Port for a time specified by the Port Director.

PROHIBITED ITEMS:

Except as otherwise authorized by applicable law or written approval, all persons entering Port of Pensacola property are prohibited from possessing the following items while on Port property, including within secure and restricted areas as defined by 33 CFR Part 105 and the Facility Security Plan:

- Firearms of any type, subject to the provisions of Florida Statute § 790.251 and any applicable federal law
- Dangerous weapons including, but not limited to, knives, explosives, or devices deemed a threat to safety or security
- Alcoholic beverages, unless explicitly approved (see exceptions below)
- Illegal drugs, narcotics, or controlled substances not lawfully prescribed

Persons found to be in possession of prohibited items may be subject to removal from Port property, referral to law enforcement, arrest, and/or confiscation of the items by appropriate authorities.

EXCEPTIONS

• FIREARMS:
Only the following individuals may carry firearms on Port property:

- Uniformed Port security personnel licensed under Florida Class G standards
- Sworn law enforcement officers (local, state, or federal) in the performance of official duties

	• Federal officials required to carry firearms as part of their duties, in accordance with MTSA and 33 CFR § 101.514(c) All other individuals are prohibited from carrying firearms unless otherwise authorized by law. • ALCOHOLIC BEVERAGES: As defined by Florida Statutes Chapters 561.01 and 561.02, possession or use of alcoholic beverages on Port property is prohibited unless one of the following applies: • Vessel Crewmembers may bring alcoholic beverages aboard their vessel, provided the vessel's Master or authorized representative has communicated prior approval to the Port Director or their designee. • Port Tenants may store or serve alcoholic beverages within leased premises for private use, subject to written approval from the Port Director. • Special Events may be permitted to serve or sell alcohol, contingent upon written approval by the Port Director and provision of Special Event Insurance with Liquor Liability Coverage, if applicable.
200c	**ACCESS - TO RECORDS** **(Effective: September 15, 2005)**
	All users of the Port of Pensacola facilities and waterways shall be required to permit access to their files, manifests of cargo, transportation documents, charter parties, contracts of affreightment, and all other documents for the purpose of audit, determining fulfillment of vessel obligations and compliance with Port Tariff requirements, and for ascertaining the correctness of reports filed, documents furnished, and assessment of published charges. Any such information so acquired shall not be disclosed to any unauthorized person other than member of the Porto Pensacola or its staff in carrying out official duties.
201	**ADMINISTRATION** **(Effective: September 15, 2005)**
	The administration, operation, maintenance and development of the Port of Pensacola are under the direction and control of the Port Director, but certain operating responsibilities have been delegated to stevedore firms.
202	**ANCHORAGE** **(Effective: September 15, 2005)**
	Pensacola Bay offers a safe natural harbor with good holding ground.
203	**ANCHORAGE, TURNING BASIN AND CHANNEL** **(Effective: September 15, 2005)**
	No person, firm or corporation, whether as principal, servant, agent, employee or otherwise, shall anchor any vessel at the Port of Pensacola or in shipping channel, except in cases of emergency.
205	**BERTH ASSIGNMENTS** **(Effective: May 1, 2014)**
	No vessel (vessels in duress or distress accepted) shall enter the Port of Pensacola without having first made assignment and without such assignment having been granted. Applications for berth assignment must specify arrival and departure times and dates and the nature and quantity of freight, if any, to be loaded or discharged. The Berth Application Request should be made as far advance as practical, but not less than 72 hours prior to the time of docking. All vessels must provide a firm 24-hour Estimated Time of Arrival (ETA). The Port of Pensacola requires that all ships be represented by an agent, owner or charterer of the vessel. All agents requesting berth space for a vessel and or representing a vessel while it is in the Port must be approved by the Port of Pensacola. As part of its application for berth, the vessel, its owners or agents shall advise the Port of Pensacola of the PROTECTION AND INDEMNITY ASSOCIATION (P & I CLUB) which affords the vessel indemnity coverage, as well as the name and telephone number of the local legal representative thereof who is knowledgeable with

	regard to such coverage. Any vessel that does not conform with the 72-hour berth application or the 24-hour ETA requirements and such vessel conflicts with berth assignments previously made may be assigned to an alternate berth or, alternatively, await the vacancy of a preferred berth. All working vessels--including coastwise or foreign sea-going barges; but not including internal barge movements--will be assigned berth facilities by the Port Director on a "first-come, first served" basis. At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels not engaged in commerce may make application to the Port Director for a berth; specifying the date and time of arrival, sailing date and all such vessels are subject to all applicable port rules, regulations and charges. Should such vessels not have a licensed agent, the Port may at its discretion act as the vessel's temporary agent and assign the agent's fee in the amount of $150.00 for each 30-day period, in addition to the dockage charge. Additionally, the Port Director reserves the right to assign berths for the best utilization of the Port facilities. The Port Director reserves the right to refuse entry to any vessel carrying explosives or hazardous cargo or determined to be hazardous or not in seaworthy condition. No vessel will be allowed to remain idle in berth if other vessels are awaiting berthage and prepared to work; except as otherwise provided for in existing leases or agreements. ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.
206	**BONDED STORAGE** **(Effective: July 15, 2019)**
	Bonded storage can be made available at the Port of Pensacola through prior arrangement with a licensed general cargo stevedore.
208a	**CARGO - ARRIVING AT THE PORT OR DEPARTING FROM THE PORT IN RAILCARS** **(Effective: September 15, 2005)**
	Within twenty four (24) hours of the departure of cargo via rail bound for the Port of Pensacola, the shipper or consignee must provide written notification to the Port Director or his designee of the car numbers, car contents and estimated time of arrival of the cargo at the Port. All shippers or consignees shall be required to furnish and/or permit access to any electronic railcar tracking files or programs for cargo destined for the Port of Pensacola by rail. If upon arrival at the Port, there is insufficient space in the Port facilities to handle the cars, or for other reasons the receipt of such railcars will interfere with Port operations, the railcars shall be held at the terminating rail carrier's rail yard subject to demurrage payable by the shipper/consignee/vessel or agent thereof. Railcars with cargo arriving at the Port before the scheduled arrival date, as supplied by the shipper or consignee, will be handled on a space-available basis only. The Port of Pensacola reserves the right and privilege to hold such railcars out of the Port until the scheduled arrival date, with all demurrages for the account of the shipper/consignee. It is the obligation of the shipper/consignee to arrange for space allocation with the Port of Pensacola and for loading/unloading of cargo (freight handling) with their freight handler prior to shipping of cargo.

208b	**CARGO - CONDITIONS GOVERNING RECEIPT, PLACEMENT AND HANDLING** **(Effective: September 15, 2005)**
	Transit sheds and open terminal facilities are provided only for the temporary placement of waterborne cargo prior to final disposition and for the assembling and expediting of waterborne commerce at the Port of Pensacola. The acceptance of cargo is at the option and discretion of the Port Director and application for space and handling must be made in advance of the arrival of the cargo and vessel. No cargo will be received or handled without consignment to a specific vessel booked for berthing at the terminal facilities. Any cargo left in or on Port of Pensacola terminal facilities or premises in excess of free time will be subject to storage charges in addition to any other charge published herein. The Port Director reserves the right to order cargo sent to a commercial storage facility at the expense and risk of the owner (reference ITEM209).
208c	**CARGO - HANDLING, RECEIPT AND DELIVERY** **(Effective: September 15, 2005)**
	Without preference or discrimination, and in order to promote the orderly receipt and dispatch of railcars and trucks, the Port reserves the right to control the loading and unloading of all cargo handled on Port facilities, and the rates to be charged. With the exception of the shunting of railcars within the Port facilities after initial placement and prior to pick up for removal from the Port, all handling of cargo on the Port will be performed by general-license stevedores or freight handlers which have been issued a franchise to operate at the Port of Pensacola and selected by the shipper, consignee or vessel. Specific warehouse space and outside storage space will be assigned by the Port for scheduled cargo and leased space. Freight handling maximum rates are governed by the Port. Lower handling rates than those published in this Tariff may be negotiated with the designated freight handler. As per the provisions of ITEM 246 (5), billing for freight handling charges will be the responsibility of the general-license freight handler. The Port may shunt railcars (switch cars after initial placement by rail carrier and before pickup by rail carrier for removal from Port) within Port facilities. See ITEM 426 for governing terms and charges. Shippers, consignees and freight handlers may shunt railcars within Port facilities, subject to prior authorization.
208d	**CARGO – HEAVY LIFT** **(Effective: September 15, 2005)**
	Any single unit of cargo exceeding 75,000 pounds shall be considered a heavy lift cargo and shall be assessed port costs associated with each project. Rates shall be quoted on a case by case basis, as determined by the Port Director.
208e	**CARGO – NON-WATERBORNE** **(Effective: October 1, 2025)**
	Cargo delivered to the Port of Pensacola by any means of conveyance other than waterborne transportation and placed in or on Port of Pensacola-owned or operated land or facilities which are not re- shipped from the Port of Pensacola by waterborne transportation will be assessed wharfage, handling and storage charges. No free time will be allowed and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director. The storage charge for non-waterborne cargo is ~~$1.50~~ **$1.55 per ton per day**.
208f	**CARGO – OR FREIGHT LIKELY TO DAMAGE OTHER CARGO OR FREIGHT** **(Effective: September 15, 2005)**
	Any freight or cargo likely to damage other freight or cargo will be transferred to another location on the terminal facilities or to private facilities at the risk and expense of the owner if so determined by the Port Director. Prior notification to the owner, agent or forwarder will not be required if time is of the essence to protect the other freight or cargo from damage or contamination.

208g	**CARGO - RESPONSIBILITY FOR** **(Effective: September 15, 2005)**
	Export cargo, while on terminal facilities, is in the care, custody and control of its owner, owner's agents and/or shipper/consignee/supplier. Import cargo, while on terminal facilities is in the care, custody and control of the vessel, the consignee, its agents, importer or agents of importer thereof and full responsibility for forwarding rests with one or the other of these parties.
208h	**CARGO – SCHEDULING MOVEMENT THROUGH THEPORT** **(Effective: September 15, 2005)**
	All cargo moving through the Port facilities and arriving via rail, truck or vessel must be scheduled in advance with the Port Director or his designee. Cargo is "scheduled" when the shipper or consignee advises the Port Director, or his designee, of the type and volume of cargo, the mode of transport to the Port with the expected date of arrival, and receives the consent of the Port Director or his designee, to move the cargo through the Port as scheduled. Unscheduled cargo movements will be handled on a space-available basis only, and at the option of the Port Director without recourse on the part of the shipper/consignee against the Port (see ITEM 208a). No export cargo will be scheduled or received at the Port without consignment to a specific vessel scheduled for berthing at the terminal facilities or without a shipping date established and approved by the Port Director. No export cargo may be consigned to the Port, unless merely as a "care-of" agent for the consignor, consignee, vessel, beneficial owner of the cargo or other person. The Port has the right to seek proof from a shipper or consignor of export cargo that compliance with this requirement has been or is being met. All export cargo is scheduled with the full understanding and agreement of the shipper/consignee that the vessel fixed or nominated to lift such cargo will be ready, willing and able to do so within cargo free-time rules and regulations applicable under this Tariff. When vessels fail to lift cargo on schedule, the shipper, consignee or vessel, or agents thereof, will be responsible for any resulting demurrage and detention charges and will indemnify and hold harmless the Port against any such demurrage and detention charges and related costs and expenses, including attorney's fees and court costs.
208i	**CARGO - DISPOSITION OF UNDELIVERED** **(Effective: September 15, 2005)**
	The Port of Pensacola shall have a lien on the cargo, goods or other personal property stored or located on premises owned by the Port. The Port of Pensacola reserves the right, at its option, to sell said cargo, goods or other personal property whenever the payment for charges assessed by the Port is delinquent or the items are unclaimed for a period in excess of 3 months. When enforcing the terms of this ITEM, the Port of Pensacola shall: 1. Give notice by registered or certified mail to the person last known by the Port of Pensacola to claim an interest in cargo, goods, or other personal property. a. Said notice shall include a description of the goods, a statement of the claim, and a demand for payment within a specified time and must state that the goods will be sold at a specified date, time and place if the claim is not paid within the specified period. 2. Satisfy its lien from the proceeds of the sale.
209	**CARGO STATEMENT REQUIRED** **(Effective: September 15, 2005)**

	The owner, agent, operator or Master (or the importer, exporter, freight forwarder, customs house broker, shipper or its agent) of any vessel loading or discharging cargo shall furnish to the Port of Pensacola within 4 days after the sailing of each vessel a certified statement with a description of all cargo loaded aboard or discharged from said vessels. The Port of Pensacola may require such other information and data or documents as may be necessary to ensure correct assessment of terminal charges and to develop statistical records.
210	**CARGO STATEMENT/SHIPS' MANIFESTS** **(Effective: July 1, 2019)**
	All users of Port of Pensacola facilities including but not limited to steamship agents, steamship lines, shippers, stevedores, freight handlers, barge lines, importers, exporters, and/or their agents or assignees, shall, upon arrival (Import)*, or not later than 10 working days (Export) after departure, furnish the Port of Pensacola with (1) a manifest, and (2) a Load List (Export Only – must be submitted with, or in conjunction with, the manifest by the party responsible for compiling the information) or (3) a Cargo Discharge Receipt (Import Only - must be submitted with, or in conjunction with, the manifest by the party responsible for compiling the information) containing data sufficient to assure the correct assessment of charges and information necessary to maintain statistical records. At a minimum, submitted documents must include a description of the cargo; weight, board feet or number of units, whichever is applicable; shipper or consignee details (exports); receiver or consignee details (imports); and any and all other information the Port of Pensacola deems necessary. Failure to submit required documents in accordance with the stated deadlines may result in assessment of a Documentation Delinquency Penalty of $100 per day for each day the documentation is delinquent. * AMS Manifest does not substitute this requirement.
211	**CHANGE OF LOCATION OF VESSELS** **(Effective: September 15, 2005)**
	Whenever it is deemed necessary that any vessel be moved, or its position changed, in order to facilitate navigation and commerce or for the protection of other vessels or property, the Port Director may order and enforce the removal or shifting of such vessel to such place as may be determined by the Port Director at the expense and risk of the vessel. Notice of such order shall be given to the Master of the vessel, or the person in charge of the vessel who shall take immediate steps to comply with the order, the Port Director may take the action necessary to cause the vessel to be moved as originally ordered.
212	**CHANGE OF OWNERSHIP** **(Effective: September 15, 2005)**
	The Port of Pensacola reserves the right to accept or reject a request for a change of title or ownership of cargo received or in storage at the Port of Pensacola for the purpose of invoicing a new owner. All requests must be in writing, addressed to the Port Director. If the request is approved by the Port Director, it is with the full understanding that initial billing will be made to the new owner effective at the start of the next regular billing period and the original owner will be held responsible for payment of all charges should they not be paid by the new owner. All accrued charges must be paid to date by the owner-of-record prior to the transfer of title of ownership.
213	**COLLISION** **(Effective: May 1, 2014)**

	In the event of a grounding or a collision between two vessels or between a vessel and any wharf, dock, pier, or any structure owned by the Port of Pensacola, written report of such collision or grounding, shall within twenty-four hours, be furnished to the Port Director separately by the pilot and the master, owner or agent of said vessel, provided that in the case of a minor collision where a vessel is underway and proceeding to the open seas, there being no need of repair to Port facilities, vessel(s) or environmental resources, said report may be mailed by the master of such vessel from the next port which it enters, and provided further that in all cases of collision or grounding, report of an owner or agent shall not relieve the pilot of the duty of rendering his report within the specified time.
214	**COMPLIANCE WITH GOVERNMENTAL REGULATIONS** **(Effective: September 15, 2005)**
	All Port users shall comply with all governmental regulations, statutes, ordinances, rules and directives of any Federal, State, County or Municipal governmental units or agencies having jurisdiction over the Port of Pensacola or the business being conducted thereon and all rules and regulations now in effect or hereafter imposed by the Port of Pensacola shall be imposed uniformly against all businesses or industries located or providing services at the Port of Pensacola. If any Port user incurs any fines and/or penalties imposed by Federal, State, county or Municipal Authorities as a result of the acts or omissions of the Port user, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then the Port User shall be responsible to pay or reimburse the Port for all such costs and expenses.
215	**CRANE OPERATIONS ON PORT PROPERTY** **(Effective: September 15, 2005)**
	Cranes with tractor lugs will not be permitted on Port property without proper protection of the pier, as provided to the satisfaction of the Port Director. Any and all safety rules and regulations pertaining to the operation of cranes must be observed at all times. The operation of a crane on Port property establishes verification by the owner thereof that the crane is suitable to perform the work for which it is hired and that the operator of such crane is qualified and competent to operate said crane in accordance with all applicable standards. Except as may be caused by the Port's own negligence, the Port of Pensacola shall not be responsible for any damage caused as a result of the operation of cranes on Port property. Crane owners/operators shall be considered users of the Port facilities and shall be bound by the provisions of ITEM 265b, in addition to other applicable items contained in this Tariff. Cranes will not be permitted to remain on Port property overnight without the prior approval of the Port Director; nor are they permitted to block rail tracks or the movement of other wheeled vehicles.
218	**DELIVERY ORDERS** **(Effective: September 15, 2005)**
	All persons whomsoever (truck companies; rail carriers; owners; shippers; etc.) must present a written Delivery Order for each truck or railcar (or other) to be loaded at the Port of Pensacola. The Delivery Order should be on an order form or letterhead of the firm owning the cargo and it must be signed by an official of the company, or a person authorized to sign such orders. The Delivery Order must describe the cargo, the amount to be loaded, the ship, bill of lading, and the numbers and marks, if any. Any truck company, rail carrier, shipper, or others not having a written Delivery Order will not be permitted to load or leave the terminal premises without surrendering a copy of the order to the appropriate Port representative.
219	**DEMURRAGE OR DETENTION** **(Effective: September 15, 2005)**

	The Port of Pensacola is not responsible for any delays, detention or demurrage on railcars, vessels, or trucks. Parties responsible for ordering and/or scheduling vessels and railcars shall be responsible for the payment of rail demurrage, which is caused by or arises out of, directly or indirectly, the ordering and/or scheduling of vessels and railcars, and such parties will indemnify and hold harmless the Port for any rail demurrage and related costs and expenses, including attorney's fees and court costs, caused by or arising out of such parties' ordering and/or scheduling of vessels and railcars. Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a)(1)).
220	**DISCHARGING BALLAST, REFUSE OR SIMILAR OFFENSIVE MATTER** **(Effective: July 1, 2019)**
	No person, firm or corporation shall deposit, place or discharge into the waterways of the Port of Pensacola, either directly or through private or public sewers, any sanitary sewage, butchers' offal, garbage, dead residuum of gas, calcium carbide, trade wastes, tar or refuse, or any other matter which is capable of producing floating matter or scum on the surface of the water, sediment in the bottom of the waterways, hazards or obstructions to navigation or the odors and gasses of putrefaction. Vessels discharging pollutants into the waters of the Port of Pensacola will be reported to the U.S. Coast Guard National Response Center (NRC) hotline at (800) 424-8802. All matters relating to pollutant discharges shall be handled in accordance with applicable laws governing such discharges. Should any vessel cause pollution of any kind of character within the Port, the vessel shall have the first responsibility for taking effective corrective action. It shall be the responsibility of the vessel to have on hand, at all times, adequate personnel to eliminate or mitigate any contamination caused by pollutants being discharged into the waters of the Port of Pensacola. Any penalties imposed by the United States of America or the State of Florida upon the vessel, Master, person, firm or corporation shall be administered in accordance with applicable law. All vessels, firms and persons using the terminal facilities shall take every precaution practical to prevent pollution of the environment. Rules and regulations of the U.S. Coast Guard and any other Federal, State, County or City agency pertaining to pollution of any kind shall be applicable in addition to the rules and regulations set forth above.
221a	**DOCKAGE- BASIS OF CHARGES** **(Effctive: September 15, 2005)**

	1. The dockage shall be based on the overall length of the vessel as shown in LLOYD's REGISTER. If length is not shown in LLOYD's REGISTER the ship's Certificate of Registry showing length of vessel will be accepted. 2. Vessels for which the overall length is not available in either LLOYD's REGISTER or the Certificate of Registry named in Paragraph 1 of this ITEM, shall be measured in the direction of the Port Director. When necessary to measure a vessel, the linear distance in feet shall be determined from the most forward point on the bow of the vessel to the aftermost part of the stern of the vessel. 3. In computing dockage charges based on overall length of vessel, the following will govern in the disposition of fractions: a. Less than one-half foot (1/2'), discard. One-half foot (1/2') or more, increase to the next whole figure. 4. When a vessel is shifted directly from one wharf (berth) to another wharf (berth), the total time at such berths will be considered together in computing the dockage charge. 5. Dockage rates are assessed each 24-hour period or fraction thereof. 6. Unless advised to the contrary in advance of docking, dockage on river barges will be assessed against the owner of the cargo.
221b	**DOCKAGE – DURATION** **(Effective: September 15, 2005)**
	The period of time upon which dockage will be assessed shall commence when the vessel is made fast to the wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed, and shall continue until such vessel is completely free from and has vacated such facilities.
221c	**DOCKAGE – UNAUTHORIZED** **(Effective: September 15, 2005)**
	Any vessel berthed in an unauthorized manner, unassigned berth or shifted without the approval of the Port Director shall be subject to payment of dockage in an amount equal to (3) three times the published rate. Such vessel may be moved at the Port Director's option to a properly designated berth without notice at the owner's risk and expense.
221d	**DOCKAGE – VESSELS EXEMPT FROM** **(Effective: September 15, 2005)**
	At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels engaged in non-commercial exhibition, educational or training endeavors, owned or operated by charitable institution that qualify for exemption pursuant to the provision of the Internal Revenue Code and are accordingly exempt from taxes, may moor to public wharves free of charge, with advance approval.
222	**DOCK RECEIPTS** **(Effective: September 15, 2005)**
	At the time export outbound cargo is received at the pier facility, a dock receipt shall be issued evidencing receipt of the cargo. The receipt will show the date of receipt and shall identify the vessel on which the goods are to move. The dock receipt is executed by the agent and/or its designated representative. All completed dock receipts must be delivered to the Port of Pensacola at the close of each business day.
224	**EMERGENCY SHIP MOVEMENT POLICY** **(Effective: July 1, 2019)**

TO MASTERS, PILOTS, TOW BOAT COMPANIES, STEAMSHIP AGENTS, VESSEL OWNERS OR CHARTERERS AND ALL OTHER CONCERNED PARTIES:

1. All vessels will provide wire ropes from the bow and stern with eyes that can be reached by tugs coming alongside. Pilots will make sure wires are in proper position before leaving the vessel.

2. All vessels and/or vessel agents will immediately report any spillage of petroleum or chemical products on the wharf or on the water and the extent of such spill to the U.S. Coast Guard National Response Center (NRC) hotline at (800) 424-8802. If spillage is considerable, all cargo operations within the port must stop immediately and vessels prepared to undock.

3. All vessels will undock and proceed to anchorage or open sea when so ordered by the Port Director in the event of:

    - A severe petroleum or chemical spill;
    - Fire discovered on board a vessel laden with petroleum, explosives, chemicals or other dangerous commodities;
    - Vessel in jeopardy due to conditions on shore;

4. Tugboats proceeding to a vessel laden with petroleum, chemicals, explosive or other dangerous cargoes and/or through a spill composed of such products floating on the water surface will stop all smoking on board, put out cooking fires, burners, pilot lights and extinguish all open lights or flames.

5. Vessels discovering fire on board or on shore will sound repeated long whistle-blast signals and use every other available means to report the fire to shore side personnel. The Security Division of the Port of Pensacola monitors Channel 16 (156.8 MHz) for emergency calls.

6. Emergency vessel movements will be made with able sea watches and without waiting for the return of its other ship's personnel when necessary to protect live and property (reference ITEM 288d).

225 **ENVIRONMENTAL MATTERS**
(Effective: October 20, 2009)

All persons and entities in possession of facilities at the Port of Pensacola pursuant to an agreement, lease, license or other arrangement with the Port or otherwise using the Port facilities shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy and operation of said facilities. All such persons and entities shall furnish to the Port Director or his designee at the time same are filed, received, submitted or tendered, a copy of every permit application, permit, notice, order or other document sent to or received from any regulatory agency responsible for environmental matters, storm water, or other pollution control. All such persons and entities are prohibited from allowing, causing, condoning, licensing, permitting or sanctioning any activities, conduct or operations that enable or result in any pollutants, contaminants, hazardous materials or substances or other waste to be accumulated, deposited, placed, released, spilled, stored or used upon or under any portion of said facilities or adjacent waters contrary to or in violation of any of said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits. All such persons and entities that violate this prohibition shall be solely responsible for any and all reporting, cleanup, remediation, fines and penalties in accordance with said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits.

NATIONALRESPONSE CENTER (NRC):
(Effective May 1, 2014)

Oil and chemical spills entering or having the potential to enter navigable waters must be reported immediately to the NRC. Users are responsible for notifying the NRC of unauthorized releases and providing the Port's Spill Response Coordinator (SRC) with a copy of the incident report within 24 hours. The phone number for the NRC is: 1-800-424-8802.

226a **FACILITIES – BERTHING**
(Effective: July 1, 2019)

The Port of Pensacola has 2,570 linear feet of berthing facilities as follows:

Berth #	Depth	Length	Apron	Rail	Use
1	33'	540'	100'	Yes	All Purpose
2	33'	398'	Open	Yes	All Purpose
3	33'	344.5'	Open	Yes	All Purpose
5	33'	507.5'	50'	Yes	All Purpose
6	33'	580'	50'	No	All Purpose
7	16'	200'	0	No	Dockage Only

226b **FACILITIES – BUNKERING**
(Effective: September 15, 2005)

None of the berths are equipped with pipeline-hose connections for bunker fuels. Bunker fuels may be delivered by barge or tank truck. No vessel will be permitted to take bunkers while cargo operations are being performed.

226c **FACILITIES – DAMAGE TO**
(Effective: July 1, 2019)

All vessels, their owners or agents, stevedores and all other users of the Port terminal facilities will be held responsible for all damages to the facilities caused by or arising out of their use of such facilities. It is the responsibility of the users of the Port facilities to immediately notify the Port Director or his designated representative of damages to the facilities caused by or arising out of their use of such facilities and to confirm same in writing within three (3) working days. The Port of Pensacola will acknowledge the reported damages in writing, either electronic or via letter.

Any damages to the Port facilities will be for the account of the vessel, its owner or agent, the stevedore, freight handler or other user of the terminal facility and repairs must be undertaken as expeditiously as possible with the prior approval of the Port Director. The Port Director, or designer, shall review and approve all repairs in advance of repairs or construction beginning. Responsible parties will be given up to thirty (30) calendar days from the date the damage occurred to initiate required repairs, after which the Port of Pensacola reserves the right to repair the damage on a cost basis plus 25% overhead. Failure to notify the Port of damage to the facilities will result in the cost of repairs of such damage plus 50%.

Any damage caused by the vessel to the wharf or any installation or equipment which is the property of the Port of Pensacola, whether it be through incompetence or carelessness on the part of the Pilot or Officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and the owner of the ship causing the damage. The Port of Pensacola shall be able to detain the ship until it has received satisfactory guarantee for payment of the amount of damage caused or a reasonable estimate thereof.

226d **FACILITIES – SPACE ASSIGNMENTS**
(Effective: October 1, 2025)

The Port Director has the authority to grant nonexclusive space assignments for use of harbor lands to assignees on the following terms and conditions.

Space assignments are granted on the Port's standard space assignment forms and shall describe the area granted. Leased areas are excluded from Space assignment requests. See ITEM 243 for Lease Information.

Short Term Operating Agreements (STOA's) may be exempt from the minimum charge and negotiated with the Port Director, but the Space Assignment Request must still be on file with Port Operations.

General license stevedores shall be required to submit the required space assignment forms for allocation of space to their transient cargo operations. However, transient cargo evoking free time shall not be eligible for the space assignment rates noted below and shall, instead, be subject to Storage Charges as outlined in ITEM 436b after expiration of free time.

Space assignments will be issued in thirty (30) day periods. Upon application and if conditions and circumstances warrant, one or more renewals for an additional thirty (30) days or longer or shorter period may be granted.

If a space assignment exceeds 30 days or is revoked by the Port Director, charges will be prorated on a daily basis.

Charges for space assignments are:

Type of Area	Cents per Sq. Ft. (Per 30-day Period)
Covered Area	~~$0.75~~ $0.77
Uncovered Area	~~$0.65~~ $0.67
Minimum Charge	~~$1,000.00~~ $1,030.00

All other applicable tariff charges shall also be paid. Charges shall begin to accrue on the day the space assignment is made available for assignee's occupancy.

An electrical power surcharge may be levied on the above charges at the discretion of the Port Director after reviewing the proposed use of the space. The rate shall be agreed to in advance of any party occupying approved space.

Property placed in a space assignment area shall be stored, stacked, palletized, or high piled in accordance with customary and operational safety procedures. The Port Director has the right to examine and review all property placed on the Port premises under a space assignment.

The grant of such assignment shall not interfere with the prompt loading or unloading of vessels.

226e **FACILITIES - TRANSIT CARGO SHEDS**
(Effective: October 1, 2025)

The Port of Pensacola owns 457,000 square feet of transit cargo storage facilities as follows, some of which may be committed to private usage through lease, contract or other obligation from time to time.

Subject to ITEM 208b and to space availability based on prior commitments, the Port of Pensacola assigns general cargo moving through the Port to storage facilities on a first-come-first-served basis.

Use of facilities marked with an asterisk (*) involves special circumstances. Contact Port Administration at 850.436.5070 for details.

Facility	Sq. Ft.
Warehouse No. 1	69,811 sq. ft. (leased)
Warehouse No. 4	47,496 sq. ft. (leased)
Warehouse No. 5	66,686 sq. ft. (general cargo)
Warehouse No. 6	89,681 sq. ft. (leased)
Warehouse No. 8	80,000 sq. ft. (general cargo)
Warehouse No. 9	40,838 sq. ft. (general cargo)
Warehouse No. 10	50,081 sq. ft. (leased)

228a **FREE TIME - COMPUTATION OF**
(Effective: October 26, 2023)

The free time allowed for all cargo shall commence at 0001 hours on the day after said cargo or each portion thereof is received at the terminal facility and it shall terminate at 2359 hours on the final day of free time allowed.

The Port Director reserves the right to grant extensions of free time to regular and/or high volume shippers on a case-by-case basis when space availability permits.

The time cargo is held in railcars (under demurrage rules) will be deducted from the free time allowed for said cargo, when railcars are held at the direction of the Port Director (reference ITEM 208i for additional information).

228b **FREE TIME - DISPOSITION OF CARGO AFTER EXPIRATION OF**
(Effective: September 15, 2005)

Cargo remaining on terminal premises after the expiration of free time (reference ITEM 228a, 228c and 228d) and cargo shut out at clearance of vessel from berth (reference ITEM 271) may, at the discretion of the Port Director, be allowed to remain where situated, be piled or re-piled to make space; be transferred to other locations or terminal premises; or, be removed to public or private warehouse with all expenses and risk of loss and/or damage for the account of the owner, agent, consignee or carrier. In any event, the agent for such cargo will be responsible for payment of all expenses regardless of when payment is received by them from the owner, consignee or carrier.

All such cargo remaining on Port property will be assessed storage charges in accordance with the applicable rates published in this Tariff.

228c **FREE TIME**
(Effective: July 1, 2019)

Except as otherwise provided, the free time allowed for assembling export cargo shipments or removing import cargo shipments, inclusive of Saturdays, Sundays and Legal Holidays, shall be as follows:

Shipment Type	No. Days
Exports	30

	Imports	30
	Transshipment	30
	Upon expiration of the free-time period, storage charges (as provided elsewhere in this Tariff) will be assessed or, at the option of the Port Director, cargo may be removed to private storage facilities at the expense and risk of the owner. NOTE: Shipments handled direct from shipside to railcars or trucks, or vice versa, shall not be entitled to free time. NOTE: Shipments not properly booked with the Port Director in advance in accordance with ITEM 209 shall not be entitled to free time specified herein.	
228d	**FREE TIME - AND STORAGE DURING WORK STOPPAGE OR INTERRUPTION** **(Effective: September 15, 2005)**	
	In the event of a work stoppage that prevents the loading and/or unloading of vessels, the following will apply: 1. Free time will cease at 0700 hours on the day after a work stoppage occurs. Free time will commence or resume at 0700 hours on the day after a work stoppage officially ends. 2. Cargo on hand will be assessed storage charges prorated for that period of time of the work stoppage. Credit for unused time will be deducted from storage charges. 3. Cargo received during a work stoppage will be received on a space-available basis only. Storage charges will commence immediately and free time will begin at 0700 hours on the day following the day of the termination of the work stoppage. 4. When the terminal facilities reach maximum capacity for efficient operations and Port safety, rail and truck operations will cease, with demurrage accruing for the account of the shipper. The Port Director may waive storage charges per this ITEM if cargo is removed within ordinary free time allowed.	
228e	**FREE TIME – NON WATERBORNE CARGO** **(Effective: May 1, 2014)**	
	Per ITEM 208e, **no** free time is allowed on non-waterborne cargo and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director.	
230	**FUMIGATION REQUIREMENT** **(Effective: September 15, 2005)**	
	Bagged agricultural products that remain in transit sheds for a period of 45 days must be fumigated at that time; and again after each 45-day period thereafter, as long as the cargo remains in the transit sheds. All expenses of fumigation will be for the account of the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo. If fumigation is not performed as required herein, the Port reserves the right to fumigate such bagged agricultural products and will bill the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo for the cost therefore.	
232	**GENERAL RESTRICTIONS AND LIMITATIONS** **(Effective: September 15, 2005)**	
	Under application of this Tariff, the Port of Pensacola is not obligated to provide storage for cargo that has not been scheduled with the Port Director, or which has not been transported by water to or from the Port or terminal facilities; nor is it obligated to provide facilities beyond reasonable capacity.	

233	**GROUND RUBBER TIRE ADDITIVES** **(Effective: September 15, 2005)**
	The use of Ground Rubber Tire (GRT) Additives in the processing and/or production of asphalt and other materials is strictly prohibited on Port property and on or in Port facilities.
234	**GUNS; EXPLOSIVES; OTHER HAZARDOUS COMMODITIES** **(Effective: September 15, 2005)**
	Explosives and hazardous or highly-flammable commodities or material may be handled over, under, or received on the wharves or other terminal facilities of the Port of Pensacola only by special arrangement with and at the option of the Port Director. The receiving, handling or storage of such commodities shall be subject to Federal, State, Municipal, County and City of Pensacola laws, ordinances, rules and regulations. The agent or charterer of a vessel is responsible for informing the Port Director whenever a vessel plans to load, discharge or is transporting as in transit cargo any manifested cargo classified as a gun, firearm, deadly weapon, explosives, and ammunition, flammable or hazardous commodity. No action to load or discharge such cargo shall be taken without the approval of the Port Director in advance. Detailed information as to the description, packaging and stowage location of explosives, flammable and hazardous materials must be provided to the Port of Pensacola to enable planning for fire protection and security watches necessary for these items.
235	**HARBOR CHANNEL** **(Effective: September 15, 2005)**
	The entrance to the main channel to Pensacola Bay is by the Caucus Channel. The channel is 500' wide at its seaward end and dredged to 35'. The approach channel to the Port of Pensacola, 300' wide with a control depth of 33', intersects Pensacola Bay in a generally northeasterly direction. The distance from sea buoy to pier is 11 miles.
236	**HARBOR SAFETY** **(Effective: September 15, 2005)**
	1. Minimum bottom clearance shall be established by the Harbor Pilot prior to vessel entry of departure in consideration of weather conditions, tidal stage, vessel equipment and time of day. 2. All vessels shall establish radio communication with the Port of Pensacola prior to entry or departure and no vessel shall be permitted to enter, leave or shift berths in the Port of Pensacola jurisdictional area without the authorization of the Port Director or his duly-authorized representative. 3. All heavy oil transfer operations to or from a vessel with a heavy oil storage capacity greater than 10,000 gallons shall be required to adequately boom or seal off the area between the vessel and the dock, bulkhead or land during transfer or bunkering operations. 4. All vessels with a storage capacity to carry 10,000 gallons or more of pollutants as fuel and cargo shall maintain an adequate written ship-specific spill prevention and control contingency plan, and have on board a “discharge officer” designated in the plan.
	Published pursuant to Chapter 313.23; Chapter 376.07 and 376.071, Florida Statutes, as amended.
237	**HOLIDAYS** **(Effective: October 26, 2023)**
	When reference is made in this Tariff to "legal holidays," it means those days which are observed as holidays by the City of Pensacola and on which Port Administration will be closed.
239	**INTRACOASTAL WATERWAY** **(Effective: September 15, 2005)**

	The Gulf Intracoastal Waterway intersects Pensacola Bay. The waterway is 150' wide and 12' deep. On the intra-coastal, the Port of Pensacola is 185 miles east of Harvey Lock, Louisiana; and 51.4 miles east of the entrance to the Mobile Ship Channel.
240	**INDEMNIFICATION AND HOLD HARMLESS** **(Effective: October 1, 2025)**
	All users shall indemnify and hold harmless the Port, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims (including claims arising from third parties), suits, actions, damages, penalties, judgments, cost and expenses, including without limitation reasonable attorney's fees and litigation cost and expenses incurred or asserted in connection with any loss of life, bodily or personal injury, damage to any vessel, cargo or property, including loss of use of property, or demurrage, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations, whether arising solely or partially out of the negligence of the User, the User's employees, User's leased employees, User's contractors, User's subcontractors, or User's agents, representatives, and invitees. This obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in exclusion or omission from any policy of insurance. Environmental Indemnity – The indemnity provided in the preceding paragraph shall include and extend to any and all claims, suits, actions, damages, liabilities, penalties, judgments, cost and expenses, including without limitation reasonable attorney's fees and litigation expenses, incurred or asserted in connection with any environmental damage, clean-up, removal, response, assessment, or remediation required by or resulting from, any environmental condition or violation of any Federal, State, or local laws in connection with use of Port Facilities. The user agrees to pay on behalf of the Port, as well as provide a legal defense for the Port, both of which will be done when requested by the Port, for all claims as described in the above paragraphs. Such payment on behalf of the Port shall be in addition to any and all other legal remedies available to the Port and shall not be considered to be the Port's exclusive remedy. Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a) (1)).
241a	**INSURANCE** **(Effective: October 1, 2025)**
	All persons or firms using or conducting business operations on terminal facilities or other port-owned or operated property are required to procure and maintain Commercial General Liability, Business Auto, Pollution and Workers' Compensation insurance. Unless specified otherwise in this tariff or otherwise required by the City, minimum limits for commercial general liability and business auto 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. The Commercial General Liability policy must provide bodily injury and property damage coverage for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent, shall provide at least, broad form contractual liability applicable to this tariff, as well as personal injury liability and broad form property damage liability. Coverage must be written on an occurrence type basis. The Business Auto policy must include coverage for bodily injury and property damage arising out of the operation, maintenance, or use of owned, non-owned, and hired autos including non-ownership employee use. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage. Pollution Liability must include coverage for on-site and off-site bodily injury and property damage, cleanup cost and the unloading and loading of product. Pollution liability included as an endorsement to the User's commercial general liability policy is acceptable. Worker's Compensation must be provided as legally required and must include Employers Liability coverage of at least $100,000 each person-accident, $100,000 each person-disease, $500,000 aggregate-disease., coverage must be included for the Longshore

	and Harbor Workers Act and Maritime (Jones) Act exposures. Required insurance policies shall be documented in Certificates of Insurance. The policies shall contain an endorsement that provides that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewable or adverse change or restriction in coverage. The City of Pensacola shall be named on each commercial general liability, business auto liability, or pollution liability certificate as an Additional Insured. User's Insurance shall be primary and non-contributary to any other policy held by the Port. Insurance policies shall include waiver of all rights of subrogation against the Port. If required by the City, the User shall furnish copies of the User's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be **deleted** or **crossed out** by the insurance carrier or the insurance carrier's agent or employee. The User 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 User shall, upon instructions of the City, cease all operations on terminal facilities or other port- owned or operated property until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola Department of Risk Management Post Office Box 12910 Pensacola, FL 32521-0063 Loss Control and Safety - The User shall retain control over its employees, leased employees, agents, representatives, contractors and subcontractors, as well as control over its invitees, and its activities on and about the Port's premises including and the manner in which such activities shall be undertaken and to that end, the User shall not be deemed to be an agent of the Port. Precaution shall be exercised at all times by the User for the protection of all persons, including employees, and property from harm caused by negligent acts or omissions in whole or part of the User.
241b	**INSURANCE – CARGO** **(Effective: September 15, 2005)**
	The Port of Pensacola does not insure or provide insurance for any cargo. Any insurance required must be furnished by the party desiring such coverage.
241c	**INSURANCE - STEVEDORES AND FREIGHT HANDLERS** **(Effective: September 15, 2005)**
	Each stevedoring company or freight handler filing an application for a Stevedore License or Freight Handling Permit with the Port of Pensacola, in accordance with ITEM 276, shall furnish with such
	application evidence of insurance as described in ITEM 241a and as listed in Appendix A of this Tariff. Application for Stevedore License or Freight Handling Permit as well as specific policy, rules and regulations, and insurance requirements are included in Appendix A of this Tariff.
242	**INVENTORY, REQUIREMENTS FOR** **(Effective: July 1, 2019)**
	Each Freight Handling Licensee shall be required to submit an end-of-month inventory reflective of the last day of each calendar month for any and all cargo and commodities remaining in inventory at any General Cargo facility or warehouse. Licensees shall submit said inventory reports to the Cargo Operations Superintendent no later than the fifth (5th) day of the following month. An Export Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:

1. Shipper name;
2. Commodity;
3. Date received;
4. Quantity on hand;
5. Type units;
6. Weightin pounds (board feet for export lumber);
7. Service Order #, mark, or another identifier; and
8. Location;

An Import Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:

1. Vessel name with arrival date;
2. Shipper and/or Receiver name;
3. Commodity;
4. Quantity on hand;
5. Type units;
6. Weightin pounds (board feet for export lumber);
7. Bill of Lading #, mark, or another identifier; and
8. Location;

For all cargo sold or released to other parties, the Permittee must identify:

1. The receiving Permittee;
2. The party responsible for payment of the Authority's charges;
3. A copy of the release instructions from the original shipper;

All shippers will be billed storage charges for cargoes remaining in inventory beyond the allotted FREE TIME based upon the inventory information provided by Permittees, and as such the information must be accurate and submitted as described.

Failure to submit required documents in accordance with the stated deadlines may result in assessment of a Documentation Delinquency Penalty of $100 per day for each day the documentation is delinquent.

243 **LEASING OF REAL PROPERTY**
(Effective: July 1, 2019)

Leasing of real property, including costs for warehouse and/or open ground storage areas, shall be negotiated on a case by case basis with the Port Director. To the extent practicable, these rates will be in conformity with the most recent land appraisals or comparable commercial real estate market assessment. However, space constraints, cargo volumes and other market conditions may dictate price changes at the discretion of the Port Director.

Leases do not provide paving, electricity, water, housekeeping services, maintenance, or other improvements to the area leased. These items may be provided for within the individual lease.

All requests to lease space should be directed to the Port Director who reserves the right to employ the use of a licensed Commercial Real Estate Broker as/if warranted. Final approval for all long-term leases rests with the Pensacola City Council via formal Council action that will be presented to Council through the Mayor's Office. Port Staff will provide guidance on the Council process during initial Lease negotiations.

244	**LESSEES' AND RENTERS' RESPONSIBILITY** **(Effective: September 15, 2005)**
	When equipment is rented or leased to others by the Port of Pensacola, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of said equipment. It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Pensacola, such operator shall be under the direction of the renter or lessee and the operator shall be considered as the agent or servant of the renter or lessee, and the renter or lessee shall be responsible for the acts of such operator during the time of the rental or lease. It is incumbent upon the renter or lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of the unit, as well as the competency of the operator, there being no representation or warranties by the Port of Pensacola with reference to such matters.
245	**LIABILITY: EXCULPATORY PROVISION** **(Effective: September 15, 2005)**
	No provision or sub-rule in this tariff shall relieve or limit the PORT OF PENSACOLA from liability for its own negligence nor require any user or lessee to indemnify or hold harmless the Port of Pensacola from liability for its own negligence. ISSUED IN COMPLIANCE WITH FMC REGULATION 46 CFR §525.2 (a)(1).
246	**LIABILITY AND PAYMENT OF CHARGES** **(Effective: July 1, 2019)**
	1. Except as otherwise provided, all carriers, vessels, their owners, or agents, and all other users of the services or facilities of the Port are responsible for the payment of charges as provided for in this Tariff. 2. On all vessels utilizing Port facilities, the agent shall be responsible for the payment of all dockage and other terminal charges assessed against the vessel as provided for in this Tariff. The Port of Pensacola reserves the right to hold the vessel, its owners, operators, despondent owners, charterers, sub-charterers, and/or agent or sub-agent liable for payment of all terminal charges not otherwise paid. The arrest or attachment of any vessel by court order will not relieve or diminish the responsibility of the agent for the payment of dockage and related port terminal charges. The arrest or booking the cargo for the payment of all terminal charges including, but not limited to handling, storage and wharfage, assessed by the Port in accordance with the provisions of this Tariff. 4. All invoices are due upon presentation. Presentation of invoice shall be deemed to occur and user's financial responsibility to port for payment of invoice shall commence when port deposits invoice in United States mail service. The Port of Pensacola, at its option, may at any time extend credit to any user conducting business with the Port pursuant to provisions of this Tariff or amendments or re-issues thereof subject to user establishing and maintaining a single transaction or period or annual surety bond with the corporate surety acceptable to the Port, and in an amount equal to 125% of maximum liability. The form and contract of such bond shall be acceptable to the Port. 5. All handling charges will be billed by the applicable licensed cargo handler with payment in full to be remitted to the cargo handler. The port shall bill to all cargo handlers the applicable cargo handling franchise fee(s) as described in **ITEM 222** of this Tariff with these funds to be remitted to the Port by the cargo handler in accordance with the payment terms as set out in this **ITEM 246**. If, at any time, any cargo handler falls in arrears on his accounts payable to the port by 60 or more days, the port reserves the right to bill and receive payment for all handling charges and remit any

amounts due to the cargo handler only after said arrearage is paid and all accounts brought current.

6. Extension and continuation of credit shall be conditioned upon payment of invoice charges within 30 days from the date of presentation.* An interest charge of 12% per annum will be assessed against unpaid invoices over 30 days for each day over 30 days and added to the amount due each month until the amount of arrearage is paid. Written notice of any invoice in dispute must be furnished to the Port of Pensacola billing department within 20 days from the date of invoice or else interest charges will apply.

7. All invoices are due upon presentation. Presentation of invoice shall be deemed to occur and user's financial responsibility to port for payment of invoice shall commence when port deposits invoice in United States mail service. The Port of Pensacola, at its option, may at any time extend credit to any user conducting business with the Port pursuant to provisions of this Tariff or amendments or re-issues thereof subject to user establishing and maintaining a single transaction or period or annual surety bond with the corporate surety acceptable to the Port, and in an amount equal to 125% of maximum liability. The form and contract of such bond shall be acceptable to the Port.

8. All handling charges will be billed by the applicable licensed cargo handler with payment in full to be remitted to the cargo handler. The port shall bill to all cargo handlers the applicable cargo handling franchise fee(s) as described in **ITEM 222** of this Tariff with these funds to be remitted to the Port by the cargo handler in accordance with the payment terms as set out in this **ITEM 246**. If, at any time, any cargo handler falls in arrears on his accounts payable to the port by 60 or more days, the port reserves the right to bill and receive payment for all handling charges and remit any amounts due to the cargo handler only after said arrearage is paid and all accounts brought current.

9. Extension and continuation of credit shall be conditioned upon payment of invoice charges within 30 days from the date of presentation.* An interest charge of 12% per annum will be assessed against unpaid invoices over 30 days for each day over 30 days and added to the amount due each month until the amount of arrearage is paid. Written notice of any invoice in dispute must be furnished to the Port of Pensacola billing department within 20 days from the date of invoice or else interest charges will apply.

10. The Port of Pensacola reserves the right to suspend or cancel the privilege of being billed on account previously granted to users who are habitually delinquent.

11. Any carrier, vessel, owner, shipper, receiver, stevedore, forwarder, agent, or other users of the Port facilities who fails to pay any invoice on the 30th day following the date on which the invoice was presented will be subject to the conditions outlined in Paragraph 9 herein below.

12. In the event of failure to pay invoices within 90 days from the date of presentation, the vessel, owner, shipper, receiver, forwarder, stevedore, agent or other user shall be placed on a cash basis under which further use of the Port facilities may be denied except upon advance payment by Cashier's/Certified Check or Wire Transfer of all charges which may be incurred under this Tariff, as estimated by the Port Director. The Port Director reserves the right to deny use of the Port's facilities to any such vessel, owner, charterer, agent, shipper, receiver, forwarder, stevedore or any user until all outstanding delinquent charges have been paid in full.

    The Port of Pensacola reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities, except that payment made on behalf of specific vessels and/or owners will be applied as specified by the payor.

13. The Port of Pensacola reserves the right to estimate and collecting advance all charges which may accrue against vessels or cargo utilizing Port facilities.

14. Issued pursuant to agreement of Gulf Port members of the GULF SEAPORTS MARINE TERMINAL CONFERENCE. Refer to ITEM 100 for further details of the CONFERENCE and its members.

247 LOCATION
(Effective: July 1, 2019)

The Port of Pensacola is situated in Pensacola Bay on the Gulf of Mexico and is located generally at latitude 30 degrees, 24 minutes north, longitude 87 degrees, 13 minutes west.

248 LOITERING ON PREMISES
(Effective: September 15, 2005)

It shall be unlawful for any person to loiter upon or in any of the terminal facilities or properties of the Port of Pensacola. It shall be unlawful for any unauthorized persons to enter cargo-handling areas.

249 LOSS CONTROL AND SAFETY
(Effective: September 15, 2005)

All Port users shall retain control over their employees, agents, servants and subcontractors, as well as control their invitees, and their activities on and about the Port and the manner in which such activities shall be undertaken and to that end, they shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the users for the protection of all persons, including employees, and property. The users shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

252 MINIMUM BILLING CHARGES
(Effective: October 1, 2024)

Billing Item(s)	Minimum Charge
Dockage, per vessel	~~$500.00~~ $515.00
Wharfage, per shipment (per booking #)	~~$40.00~~ $41.20
Handling Franchise, per shipment (per booking #)	~~$10.00~~ $10.30
Stevedoring Franchise, per vessel	~~$500.00~~ $515.00
Storage & Space Assignment, per invoice	~~$1,000.00~~ $1,030.00
Water (includes meter and hose fees), per vessel	~~$300.00~~ $310.00
TWIC Escorting	~~$50.00~~ $51.50 per hour

253 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
(Effective: October 20, 2009)

All tenants and users shall comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) program delegated by the United States Environmental Protection Agency (EPA) to the state of Florida and administered in part by the Florida Department of Environmental Protection (FDEP). The Port and Tenants are required to be covered by a Multi-Sector Generic Permit (MSGP) which is currently identified as “co-located permittee”, and the Port shall submit the required Notice of Intent (NOI)

to FDEP and provide a copy of the NOI and related Storm Water Pollution Prevention Plan (SWPPP) to the Tenants and users. The Port Administrative Office maintains copies of the most current SWPPP for Tenants. All Tenants and users are responsible for obtaining and maintaining a current copy of the SWPPP, as well as informing and familiarizing Tenant and user employees of the SWPPP contents and Tenant and user responsibilities there under. The Port of Pensacola has control over the establishment and implementation of all policies relating to storm water activities associated with port docks and tenant areas, including leased premises. All tenants and users shall comply with the most current version of the SWPPP and with the most current Best Management Practices (BMP) applicable to their facilities and operations contained in the document entitled "Port Pensacola BMP's for Potential Pollutant Sources", copies of which are available from the Port Director.

254 **NORMAL WORKING HOURS**
(Effective: September 15, 2005)

The cargo arriving at the Port by truck must be prepared for loading and/or unloading during the normal working hours of the Port unless prior special arrangements have been made and approved by the Port Director and freight handler (reference ITEM 284).

Cargo services performed by the freight handler during other than normal working hours, holidays excepted, will be assessed 165% of the applicable charge provided for in SECTION III or the applicable schedule of rates provided for in ITEM 430 of this Tariff, whichever is greater. When such services are performed by the Port during holiday hours (reference ITEM 237) they will be assessed 250% of the applicable charge provided in SECTION III or the applicable schedule of rates provided in ITEM 430 of this Tariff, whichever is greater, when such service is performed on request.

256 **OILY WASTE DISPOSAL/SHIPS WASTE DISPOSAL**
(Effective: October 1, 2024)

Under the provision of ANNEX I of the INTERNATIONALCONVENTION FOR THEPREVENTION OFPOLLUTION FROM SHIPS, known as MARPOL 73/78, and the United States Coast Guard implementing regulation, PART 158 of TITLE 33 of the CODE of FEDERAL REGULATIONS (33 CFR 158), all terminals and ports which receive tankers or other ocean-going vessels of 400 gross tons or more must make provisions for adequate oily-waste-reception facilities. The application of the Port of Pensacola for its public wharves and facilities for a Certificate of Adequacy (COA) for reception facilities for receipt of oily waste was approved and the COA was issued February 11, 1986.

The firms listed below have indicated to the Captain of the Port that they are interested in contracting their services in receipt of the oily waste. Listing herein does not indicate a preferential recommendation on the part of the Port of Pensacola but merely reflects the firms' desire to function in the above-mentioned capacity and the Captain of the Port's recognition of the firms with respect to the application of the Port of Pensacola. All inquiries should be directed to the Captain of the Port, United States Coast Guard. Any contractor is subject to the applicable regulations for the transfer of oil (33 CFR154.156).

OILY WASTERECEPTION FACILITIES:
Oil Recovery Company Inc.
1101 S. Conception Street
Mobile, AL 36603
PHONE: 251-690-9010

Under the provision of ANNEX V of MARPOL 73/78 PORT RECEPTION FACILITIES FOR **SHIP'S GARBAGE** and separation onboard vessel of various waste and required. Garbage is defined as "all kinds of virtual, domestic and operational waste excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously or periodically." In order to accommodate the need of shipping and commerce through facilities of the Port of Pensacola, the Port has filed an application for a Certificate of Adequacy (COA) with the Captain of the Port, United States Coast Guard, for garbage reception facilities. Applicants for a berth at any facility of the Port of Pensacola shall provide, upon request, the reception facilities which meet the requirements contained in 33 CFR, PARTS 151, 158. Berth applicants shall provide a 24-hour notice of vessel's intent to discharge garbage at any facility of the Port of Pensacola and reception facilities for food, plant, meat, and other potentially infectious waste shall be provided by the berth applicant in accordance with the above and with the requirements set forth in 7 CFR 330 and 9 CFR 94.

Regulated food waste must be handled at the facility approved by the Animal and Plant Health Inspection Service (APHIS). Berth applicants or their designees shall provide the necessary reception facilities when requested to do so for other than APHIS-regulated garbage from any commercial, full-service solid waste form. The firm listed below has indicated to the Captain of the Port that it is interested in contracting its service in this regard and is approved by the United States Department of Agriculture (USDA), APHIS. The listing below does not indicate preferential recommendation on the part of the Port of Pensacola but merely reflects the company's desire to function in the above-mentioned capacity. Qualified contractors are subject to the applicable regulations for the collection and disposal of ship's waste (33 CFR, PART 151, 155, and 158; 46 CFR, PART 25).

SHIP'S REGULATED FOOD WASTE FACILITY:	GENERAL GARBAGE FACILITY:
Dockside Services Inc.	**Waste Pro**
2910 North Palafox Street	**401 West Burgess Road**
Mobile, AL 36633	**Pensacola, FL 32503**
PHONE: 251-438-2362	**PHONE: 850-474-0800**

258 **PALLET RENTAL AND USAGE**
(Effective: September 15, 2005)

As a non-operating, landlord port, the Port of Pensacola does not maintain available for rent or otherwise provide pallets for cargo handling operations. Licensed stevedores and cargo handlers should be prepared to provide sufficient pallets to support their operations at the Port of Pensacola. The Port expressly disclaims liability for any damages, demurrage and/or detention charges, costs, and expenses related to or arising out of any inadequate supply of pallets for cargo-handling operations at the Port. Each user (reference ITEM 164) of the Port whose use of Port facilities for cargo-handling operations causes or gives rise to damages, demurrage and/or detention charges resulting from an inadequate supply of pallets agrees to defend, indemnify and hold harmless the Port from and against any and all such damages, demurrage and/or detention charges, costs and expenses, including attorney's fees related thereto.

259 **PERMIT AND FRANCHISE FEES**
(Effective: July 1, 2019)

Except as published in ITEMS 404a and 404b, the Port of Pensacola does not require the payment of a permit or franchise fee for the privilege of conducting business on the Port property. Any person, firm, or business desiring to conduct business at the Port of Pensacola must obtain a Business Tax Receipt (business license) issued by the City of Pensacola before engaging in any commercial activity at the Port.

260 PILOT SERVICE
(Effective: October 26, 2023)

PENSACOLA PILOTS provide 24-hour service for all vessels entering or leaving the Port of Pensacola. For information concerning pilotage rates, contact:

Pilot Service	Pilot Name	Phone No.
Pensacola Pilots, LLC	Capt. Matthew Meilstrup	(540) 848-4524

261 POTABLE WATER
(Effective: September 15, 2005)

All berths may have or are accessible to pipeline hose connections for potable water **(**ITEM 440**)**.

262 PROJECT CARGO RATES AND RATES FOR SPECIAL SERVICES
(Effective: September 15, 2005)

Project rates and rates for special services not covered in this Tariff will be quoted upon request by the Port Director or designated stevedore or freight handler, if applicable.

264 RADIO EQUIPMENT
(Effective: October 1, 2024)

The following radio channels are designated for radio communication at the Port of Pensacola:

Radio Channel	Use
Channel 16	International Distress, Safety & Calling

265a RESERVED
(Effective: July 1, 2019)

265b RAILCARS - PLACING, LOADING AND UNLOADING
(Effective: September 15, 2005)

Each freight handler will communicate directly with the delivering rail carrier and/or shippers/consignees regarding the placement of loaded railcars at the Port, the pickup of empty railcars from the Port and the loading and unloading of railcars at the Port. Each freight handler will be responsible for all railcar traffic functions (excluding shunting of railcars within Port facilities, see ITEMS 208c and 426) for all cargo it handles including, but not limited to receipt, handling and payment of demurrage bills.

266 RAILROADS
(Effective: September 15, 2005)

The Port of Pensacola facilities are served by the CSX Transportation Inc. (CSX) and Burlington Northern Santa Fe (BNSF) and Alabama Gulf Railroad (AGRR) by reciprocal switching arrangements.

267 REQUIREMENT TO WORK OVERTIME
(Effective: September 15, 2005)

Agents, owners, despondent owners and/or charterers of vessels which have been authorized and accepted for berthing may be required to work overtime on weekdays, Saturdays, Sundays, and Legal Holidays when ordered and to the extent determined by the Port Director in order to expedite the handling of cargo and to avoid cargo and/or vessel congestion. Such an order may include the requirement to work continuously* until completion when considered necessary in the judgment of the Port Director.

Vessels failing to arrive on schedule as published, anticipated or actual facilities congestion and transit- shed overcrowding, including railcar backlog, shall be considered justifiable reasons for requiring vessels to work overtime. All expenses incurred as a result of the requirement to work overtime shall be on the account of the vessel and the Port shall not be liable for any costs associated therewith.

	*Excluding meal periods. ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.
268	**RESPONSIBILITY FOR LOSS OR DAMAGE** **(Effective: September 15, 2005)**
	Except for its own proven negligence, the Port of Pensacola will not be responsible for any damages to or delays from freight or cargo being loaded, unloaded, handled, stored or otherwise present on its facilities; or for loss of any freight or cargo; or for any delay of same caused by or resulting from fire; flood; leakage or discharge from sprinklers, fire-protection systems, water supply pipes, gutters, or downspouts; collapse of buildings; rats, mice, termites, moths, weevils or other insects; frost; rust; mold; corrosion; evaporation; shrinkage; leakage from containers; decay; contamination; discoloration; the elements; or, insufficient notification; nor will it be responsible for any delay, loss or damage arising from insurrections, riots, commotions or strikes of any persons in its employ, or in the service of others; nor for any consequence arising therefrom; nor will it be responsible for freight or cargo on its wharves, or in its transit sheds or warehouses or in the open against the risk of theft, pilferage or non-delivery. All cargo, ships' supplies, ship's gear and equipment, regardless of its location on Port property, will remain in the care, custody and control of the vessel, its agents or the shipper and full responsibility therefore shall be assumed by the vessel, its agents or the shipper.
269	**RIGHT TO REFUSE CARGO** **(Effective: September 15, 2005)**
	The Port of Pensacola reserves the right, without responsibility for demurrage, detention, loss or damage attaching, to refuse to accept, receive or unload or to permit a vessel to discharge and/or load: 1. Cargo for which previous arrangements with the Port Director for space, receiving, unloading or handling have not been made by shipper, consignee or carrier; or 2. Cargo is deemed extra offensive, perishable, hazardous, or detrimental to the safety and health of the public, public property and/or adversely affecting the environment. Where not prohibited by law, the movement of such articles or commodities over or in connection with facilities of the Port of Pensacola is subject strictly to the making of prior arrangement there or with and at the option and convenience of the Port of Pensacola. Loading, unloading, handling, storage and heavy-lift services required or requested on the following cargo will be subject to special quotation. 1. Cargo, the value of which may be determined to be less than the probable terminal charges; Cargo not packed in packages or containers suitable for ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned at the discretion of the Port of Pensacola; and all expense, loss or damage incident thereto will be for the account of the shipper, consignee, owner or charterer.
270	**SHIPPERS REQUESTS AND COMPLAINTS** **(Effective: September 15, 2005)**
	Any interested party may initiate requests or complaints on matters relating to rates, rules and regulations contained in this Tariff by filing a statement fully documenting the request or complaint and mailing to the Port of Pensacola as follows: PORT OF PENSACOLA ATTN: Office of the Port Director

700 S Barracks St.
Pensacola FL 3202

271 **SHUT-OUT CARGO**
(Effective: September 15, 2005)

The ocean carrier is responsible for the payment of all storage charges on cargo not lifted by nominated vessels as scheduled. Carriers are required to furnish statements of cargo not lifted within 5 days after departure of vessel. The Port Director reserves the right to order shut-out cargo removed from the terminal facilities at the expense and risk of the vessel, its owners and/or agents upon 24-hours notification to the vessel, its owners and/or agents (reference ITEM 228b).

272 **SIGNS**
(Effective: October 20, 2009)

Any signage erected on Port property must be approved in advance by the Port Director (or designee) and must comply with any and all locale sign ordinances and regulations.

273 **SMOKING**
(Effective: September 15, 2005)

It shall be unlawful for any person to smoke or to light any match upon or in any Port facility where such is prohibited by the Port of Pensacola, the Pensacola Fire Department or the United States Coast Guard.

274 **SPECIAL SERVICES**
(Effective: September 15, 2005)

Special services such as bulking, heavy-lift, separating, sorting, stenciling, tagging, checking, recouping, etc. will be performed and billed by general license stevedores to the party requested such service.

275 **STEVEDORES/FREIGHT HANDLERS and STEAMSHIP AGENTS**
(Effective: October 1, 2025)

The Port of Pensacola requires that the loading or unloading of cargo to or from trucks, railcars, vessels and ocean-going barges from or to the place of rest be performed by stevedoring companies or freight handlers which are duly-licensed and authorized by the Port of Pensacola to perform such activities. The Port of Pensacola does not perform or arrange for any loading or unloading of cargo at the Port.

All vessels engaged in coastwise and foreign trade calling at the Port of Pensacola must be represented by an agent duly-authorized to do business at the Port of Pensacola.

Licensed Stevedore/Freight Handlers
PATE STEVEDORE COMPANY (a member of the LOGISTEC family of companies)
720A South Barracks Street
Pensacola, FL 32575
Phone: 850-438-3648 / Fax: 850-438-5214
Email: mpate@patestevedore.com

Steamship Agents

Host Agency, LLC
200 South Royal St.
Mobile, AL 36602
Phone: (251) 433-1536
Email: mobile@hostagency.com

~~DSV Marine Services~~ ~~4084-B Government Blvd.~~ ~~Mobile AL 36606~~ ~~Phone: (251) 443-6789~~ ~~Email: cherae.thomassie@dsv.com~~
Great Circle Shipping 3 W. Garden St. Suite 707 Pensacola, FL 32501 Phone: (850) 429-0510 Email: calm@greatcircleship.com
Ross Maritime 1814 ASD Blvd. Building 50, Suite 224 Mobile, AL 36601 Phone: (251) 432-1611 Email: agency@rossmaritimeusa.com
Norton Lilly International One St. Louis St., St. 500 Mobile, AL 36602 Phone: 251-214-6532 Email: pharrison@nortonlilly.com
Page & Jones, Inc. 52 N. Jackson St. Mobile, AL 36602 Phone: 251-287-8700 Email: mlee@pagejones.com
Lott Shipping, Inc. 259 N. Conception St. Mobile, AL 36603 Phone: 251-433-1621 Email: operations@lottship.com
GAC - Shipping 5821 Range line Rd. Unit 104 Theodore, AL 36582 Phone: 251-443-7504 Email: agency.mobile@gac.com
Fillette, Green Shipping 261 N. Conception St. Mobile, AL 36603 Phone: 251-375-2224 Email: mob@fillettegreen.com
Nord-Sud Shipping, Inc. 11 North Water St. Suite 10290 Mobile, AL 36602 Phone: 251-431-7274 Email: nordsudmobile@nordsudshipping.com

276 **STEVEDORE LICENSE OR FREIGHT HANDLING PERMIT**
(Effective: October 1, 2025)

Each company providing stevedoring or freight handling services and desiring to do business on or in connection with the facilities of the Port of Pensacola shall file a completed Stevedore License or Freight Handling Permit Application accompanied by the necessary supporting information called for therein. See Appendix A of this Tariff for Application, Policy, Rules and Regulations and additional insurance requirements. License/Permit. Fees shall be as follows:

Purpose	Original Application	Annual Fee
Stevedore License	~~$5,000.00~~ $5,150.00	~~$1,000.00~~ $1,030.00
Freight Handling Permit (may not load and unload ships/vessels)	~~$2,500.00~~ $2,575.00	~~$ 750.00~~ $772.50

From and after the effective date of this provision, no stevedoring company or freight handler, whether currently doing business on or in connection with the facilities of the Port of Pensacola or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Stevedore License or Freight Handlers Application, accompanied by the appropriate application fee and other required documents, has been received and approved by the Port of Pensacola.

277a **STORAGE INVOICES**
(Effective: July 1, 2019)

The Port of Pensacola will invoice storage charges to the agent or company shown on the manifest or fright waybill records in the Port office. When billing is rendered to an owner of cargo on instructions of the agent, such agent assumes full guarantee of the owner's credit and after 60 days will remit all unpaid charges, including delinquency penalties, to the Port of Pensacola. Changes of title for the purpose of invoicing another person or company for any or all charges contained in this Tariff will be subject to the provisions of ITEM 209.

Except as otherwise provided in this Tariff, storage charges will be for the account of the cargo owner. In the event storage charges are not paid, the Port of Pensacola reserves the right to refuse to accept any future cargo from the delinquent cargo owner until such time as all outstanding storage invoices have been paid. The Port further reserves the right, at the discretion of the Port Director, to hold and refuse to release any cargo upon which there are any unpaid storage charges.

When a vessel fails to meet the announced date of arrival/sailing, for any reason, storage charges accruing after such date shall be assessed for the account of the vessel until the vessel commences to load.

Any arrangements for the payment of storage charges in conflict with the regulations stated herein must be approved in advance by the Port Director.

277b **STORAGE, STAGING AND ASSEMBLY OF NON-CARGO AND MATERIALS (N)**
(Effective: May 1, 2014)

The Port of Pensacola, at its sole discretion, shall determine what constitutes cargo and what constitutes non-cargo equipment and materials.

Staging, storage, and assembling of non-cargo equipment and materials on Port terminal facilities will be subject to adherence to directives of the Port's Director or designee. Storage, staging and assembling of materials and equipment as required for vessel repair or alterations and other materials not deemed as cargo, will be allotted a "Free Time" period of no more than 72 hours prior to the arrival of the vessel and of not more than 72 hours after the departure of the vessel. In recognition of emergencies, congestion of facilities, or other similar factors, free time may be reduced or extended at the discretion of the Port Director, or designee.

	Free Time is defined as a specified number of days or hours during which materials and equipment may remain on the wharf or terminal premises without incurring Port Charges. See ITEM 228a-228e for details. The Port retains the right to enter into agreement with consignees and their agents concerning rates and services relating to staging, storage and assembling of equipment materials at Port facilities.
278	**STORM PROTECTION** **(Effective: September 15, 2005)**
	The owners and/or agents of all cargo stored in open areas at the Port of Pensacola shall be responsible for securing it so as to avoid damage to it or other property resulting from hurricanes or other disturbances. If the owner and/or agents fail to provide such security, the Port of Pensacola shall have the right to secure such cargo, or order the last stevedoring company handling the cargo to protect it against such possible damage and to charge the cost thereof against the owner and/or agent of the cargo, plus 25%. The Port of Pensacola assumes no responsibility for damage to cargo resulting from hurricanes, floods or other disturbances.
279	**SUBSTITUTION OF VESSELS** **(Effective: September 15, 2005)**
	When, in the opinion of the Port Director, circumstances arise that are considered beyond the control of the steamship owner or agent and are such so as to prevent a vessel from lifting her assigned outward cargo, then another vessel may be substituted to lift such cargo, provided that the substitute vessel and/or charterer/operator accepts the loading date of the original vessel and pays all applicable charges based on such loading date. Once a vessel begins to load her outward cargo, any quantity of such cargo not lifted shall be classified as "shut-out cargo" (reference ITEM 271).
282a	**TARIFF - APPLICATION AND INTERPRETATION OF** **(Effective: May 1, 2014)**
	The charges, rates, rules and regulations published in this Tariff shall apply equally to all users of, and all traffic on the waterways and facilities owned by, operated by or under the jurisdiction of the Port of Pensacola, on or after the effective date of this Tariff or any supplements thereto. The Port of Pensacola reserves the right to negotiate and establish rates through separate contracts, terminal leases, or operating agreements, or to offer volume or frequency discounts as may be deemed appropriate by the Port Director. The Port Director shall be the sole judge to interpret and determine the applicability of any of the rates, rules, regulations or services provided for in this Tariff.
282b	**TARIFF - CONSENT TO TERMS** **(Effective: September 15, 2005)**
	The use of waterways, piers, wharves, bulkheads, docks, transit sheds and/or other facilities under the jurisdiction of the Port of Pensacola shall constitute consent to the terms and conditions of this Tariff, and such use establishes an agreement regarding the port facilities to promptly pay all charges specified in this Tariff upon presentation of invoices. All users agree to be bound by and governed by all rules and regulations published herein.
283	**TIDES** **(Effective: September 15, 2005)**
	The normal mean tidal range in Pensacola Bay is 0.6'. The extreme tidal range is about 2'. Strong southeasterly winds sometimes raise the water level approximately 1' in the bay, while strong northeasterly winds lower the level about 1' in the bay.
284	**TRAFFIC VIA MOTOR CARRIER** **(Effective: September 15, 2005)**

	To ensure efficiency in the use of Port facilities shippers/receivers are urged to give 24-hour advance notice of their intention to pick up cargo from or deliver cargo to the Port. The Port reserves the right to postpone the pickup or delivery of cargo until an opportune time in the event of an unscheduled request for pick-up or delivery but the Port will make every reasonable effort to accommodate all pick-up and delivery requests. Unless special arrangements have been approved by the Port Director or designated representative and the designated cargo handler, pickup and delivery activities should commence not later than 1500 hours, Monday through Friday. The freight handler is responsible for notifying the Port Director or his designated representative for approval prior to the commencement of any activity outside of normal working hours. The Port of Pensacola assumes no responsibility for demurrage associated with motor carrier pick-up or delivery. ITEM 245 LIABILITY, EXCULPATORY PROVISION, of this Tariff applies to this disclaimer.
285	**TRESPASSING** **(Effective: September 15, 2005)**
	Unless otherwise specified in a contractual agreement between a user of the Port and the Port of Pensacola, the Director of the Port of Pensacola or his designee has the authority to restrict or prohibit any person's access to any portion of Port property. To enhance security, promote public safety and efficient operations, the Director of the Port of Pensacola may restrict or prohibit any individual's access to any portion of Port property. This includes all land, facilities, buildings and offices; open and covered cargo storage areas; cargo sheds; all docks, including entry and exit ways; all equipment, machinery, railroad rights-of-way and roadways which are owned, controlled or operated by the Port. Persons entering Port facilities without proper authorization shall be considered trespassers and may be subject to civil or criminal action as appropriate. The Port Director or his designee may initiate the enforcement of the trespass laws of the State of Florida against any person or persons who the Port Director or his designee determines is a threat to the peace, security, public safety or efficient operations of the Port of Pensacola.
286	**TUG SERVICE** **(Effective: April 19, 2024)**
	The Port of Pensacola does not provide tug assistance for docking and undocking vessels at berths or slips. Instead, this service is offered by licensed towing companies. The port enforces a mandatory tug utilization policy, requiring all vessels over 350 feet in length to employ at least one tug for assistance with channel transit, docking, and undocking during both arrival and departure. This requirement may also apply to vessels under 350 feet if deemed necessary by the Port of Pensacola or the harbor pilot. Beyond this, any additional use of tugs is at the discretion of Portside Marine & Towing and the harbor pilot. Portside Marine & Towing, located at the Port of Pensacola, is the resident harbor tug service provider and can be contacted at (850) 777-1285.
288a	**VESSEL(S) - SPEED** **(Effective: September 15, 2005)**
	No vessel shall proceed at a speed which will endanger other vessels or structures. Any official signs indicating limited speeds through critical portions of the waterways shall be strictly obeyed. All applicable Federal, State, and local rules and regulations apply.
288b	**VESSEL(S) - TO VACATE** **(Effective: July 1, 2019)**

	The Port may order any vessel to vacate any berth when the Port deems that the continued presence of such vessel at berth would be a potential hazard to the vessel, the berth, the Port's facilities, or the rights or property or safety of others, or would unreasonably interfere with the use of the Port's facilities by others. Such situations include, but are not limited to the following: when a potential natural disaster, such as a hurricane, tornado, earthquake or flooding, makes the continued presence of the vessel a threat to the vessel and/or the Port's facilities; when the berth is committed to others under a preferential berth arrangement or other agreement; when the vessel's cargo or other items represent a hazard to other vessels, cargo or facilities; and when the vessel refuses to work continuously to completion of its loading and/or discharge. The Port shall provide written notice (letter, facsimile or electronic transmission, etc.) to the vessel's agents, owners, despondent owners and/or charterers of vessels or party arranging for berthing of the vessel advising of the requirements to vacate and referring to this tariff item in the communication. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time. If a vessel fails to vacate the berth as ordered, without reasonable excuse, it shall be responsible for any damage or expense which may be incurred by the Port and to others caused by such failure to vacate. The Port shall have the option (but not the duty) to move the vessel to other locations at the risk and expense of the vessel. If such movement occurs, the vessel shall hold harmless the Port for any damage or liability it may incur as a result of such movement. Failure to comply with an order to vacate will result in a penalty charge to the vessel of triple the applicable dockage rate. This charge shall not constitute a waiver by the Port of any greater actual damages it may sustain as a result of the vessel's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges. When a working vessel is required to vacate an assigned berth for the purpose of making way for another vessel which has preferential berthing privileges at such berth and subsequently returns to that berth to complete loading or discharging of cargo, dockage charges will be assessed on the total time the vessel actually occupies that berth and the separate berthing's will be treated as one continual berthing.
288c	**VESSEL(S) - LIGHTS AT NIGHT** **(Effective: July 1, 2019)**
	All vessels, barges, or other water craft, while anchored in the waterways or moored at the docks of the Port of Pensacola, must at all times of the night show proper lights as determined by the U.S. Coast Guard.
288d	**VESSEL(S) - MANNING OF AND MOBILE CONDITION** **(Effective: July 1, 2019)**
	Every vessel must at all times have on board at least one licensed officer in charge to take any action as may be directed by the Port Director, and every vessel must at all times be kept in a mobile condition and have on board sufficient crew members to operate or handle the vessel should movement of the vessel be ordered by the Port Director. Written request must be made to and approved by the Port Director prior to any complete shutdown of all propulsion machinery for repairs or otherwise. Vessels calling at Offshore Inland Marine's vessel modification, maintenance, repair & overhaul (MMRO) facility for 30 or more consecutive days may be exempted from the requirements of this section. Such an exemption must be requested in writing by Offshore Inland and approved by the Port Director in advance of the subject vessel's scheduled arrival. Such requests must include the specific provision(s) from which the exemption is being sought, the date or dates during which the exemption is requested, and Offshore Inland's plan to address and mitigate any potential issues caused by the exemption.

	Vessels failing to comply with this provision are subject to three times the normal dockage rate as provided in ITEM 400 and subject to the provisions of ITEM211.
288e	**VESSEL(S) – MOORING** **(Effective: September 15, 2005)**
	All vessels shall be safely moored and properly secured to the dock at all times. Mooring lines are to include rat guards. The Port of Pensacola is not a bailee and does not assume any liability for improperly-moored vessels.
288f	**VESSEL(S) – MOVEMENTS, REGULATION OF** **(Effective: September 15, 2005)**
	The Port of Pensacola shall regulate vessel movements within its jurisdiction by: 1. Scheduling vessels for use of berth, anchorage or other facilities at the Port; 2. Ordering and enforcing a vessel to vacate or change position at a berth, anchorage or other facility in order to facilitate navigation, commerce or protection of other vessels or property; 3. Designating port facilities for the loading or discharging of vessels; 4. Assigning berths at wharves for arriving vessels; Published pursuant to Chapter 313.22, Florida Statutes, as amended.
288g	**VESSEL(S) - NUISANCE CREATED BY** **(Effective: September 15, 2005)**
	No vessel shall permit excessive smoke, clean boilers, blow tubes, or create similar conditions while the vessel is in the channel, turning basin, or in a berth. Except as provided by law, the blowing of whistles and horns is prohibited.
288h	**VESSEL(S) - SUBJECT TO PILOTAGE** **(Effective: September 15, 2005)**
	1. All vessels, except vessels exempted by the laws of the United States or vessels drawing less than 7' of water, shall have a licensed State pilot or certified deputy pilot on board to direct the movements of the vessel when entering or leaving ports of this State; or when underway upon the navigable waters of the bays, rivers, harbors and ports. 2. Nothing contained herein shall be construed to deny the services of a licensed State pilot to a vessel otherwise exempt who applies for such service. Published pursuant to Chapter 310.141, Florida Statutes, 2000.
292	**WEIGHING** **(Effective: February 15, 2009)**
	Highway scales are available at the Port of Pensacola and operated by private terminal operators. Contact information for these operators is available upon request.
293	**WHARF CLEANING** **(Effective: July 1, 2019)**

	All users of docks, wharves, sheds and other property of the Port of Pensacola shall be held responsible for cleaning of said property which they have been allowed to use or which has been assigned or leased to them, including adjacent aprons, yards open storage areas, rail tracks, roadways and gutters, as directed by the Port of Pensacola. If such user does not clean the docks, wharves or other property he has been using to the standards set by the Port of Pensacola within 72 hours of notice, the Port of Pensacola shall order the property cleaned and shall bill the user responsible at cost plus 20% as set forth in ITEM 430. In the case of docks, wharves and berth aprons used for vessel operations, such facilities must be cleaned to the standards set by the Port of Pensacola within 72 hours of the conclusion of vessel operations and no additional notice from the Port to the vessel's attending stevedore shall be required. All litter, dunnage, and refuse of all kinds must be cleaned up and disposed of at the end of each day and freight must be re-stacked as found, otherwise the work will be performed by the Port and the Port will bill the user responsible at cost plus 20% as set forth in ITEM 430.
294	**WHARF OBSTRUCTION** **(Effective: July 1, 2019)**
	Stevedore's, Port tenants and other Port users' tools, appliances, equipment, gear, vehicles or other material or objects which are not part of the cargo or other approved operations will not be permitted to remain on the wharves or terminal facilities except at the discretion of the Port Director. If such obstruction is not removed within 24 hours after notification by the Port Director, such equipment and material will be stored and $250.00 charged for each day it remains unclaimed; together with expense of removal, storage or sale.
295	**WHARF/TERMINAL LIGHTS; TRANSIT SHED USE** **(Effective: October 1, 2025)**
	Transit sheds are open for business from 0800 hours to 1700 hours, Monday through Friday, excluding holidays. Requests to utilize sheds on weekends, holidays, and before 0800 hours or after 1700 hours must be made to the Port Operations Superintendent a minimum of four (4) hours preceding the time requested. The agent, stevedore or freight handler making the overtime request is responsible for payment of a charge amounting to ~~$200.00~~ $206.00) per night or fraction thereof. Said charge includes wharf and terminal lights whether or not both are utilized by the requesting party. Nighttime operations conducted by non-cargo vessels must also be approved a minimum of four (4) hours in advance by the Port Operations Superintendent, and these operations will also be subject to a wharf and terminal lights fee of ~~$200.00~~ $206.00 per night or fraction thereof. Vessels ordered to work overtime by the Port Director are exempt from this charge.
296a	**WHARFAGE – EARNED** **(Effective: September 15, 2005)**
	All cargo moved over or placed on a wharf, in transit sheds, covered storage sheds, open storage areas, shipside or on any port-owned property, land or facilities shall be considered to have earned wharfage when so placed and wharfage will be collected on it whether or not it is eventually loaded on a vessel. No wharfage charges will be assessed on ships' stores.
296b	**WHARFAGE – RATE FOR CARGO MOVING DIRECTLY BETWEEN WATER AND WATER CARRIER** **(Effective: September 15, 2005)**
	Half-wharfage is applicable on any commodity being loaded or unloaded directly between vessels and barges or any combination thereof.
296c	**WHARFAGE – RATE FORTRANSSHIPMENT CARGO** **(Effective: September 15, 2005)**

Import cargo which is to be reshipped in waterborne commerce from the Port of Pensacola will be assessed one-half (1/2) of the applicable wharfage rate outbound.

In order for cargo to be entitled to the transshipment cargo wharfage rate, the owner's agent must designate in writing prior to vessel arrival that such cargo is to be reshipped.

Terminal Tariff 5-A

SECTION THREE– WHARFAGE, LOADING, AND UNLOADING RATES

(All rates are per weight or measurement ton, whichever is greater, unless otherwise specified)

300 ARTICLES NOT OTHERWISE SPECIFIED (NOS)
(Effective: October 1, 2025)

Specifications	Wharfage	Unloading	Loading
Loose/Packages	$3.00 $3.40	Contact Pate Stevedore	
Pallets/Pre-Palletized	$3.00 $3.40		

302 ALUMINUM, VIZ
(Effective: October 1, 2024)
PLATE, SHEET ROOFING, SCRAP WHEN IN BUNDLES OR OTHER PACKAGES
WIRE OR CABLE WHEN ON REELS WEIGHING NOTLESS THAT 1,000 POUNDS

Specifications	Wharfage	Unloading	Loading
To/From Trucks or Flat/Rack Cars	$2.25	Contact Pate Stevedore	
To/From Boxcars	$2.25		

306 BAGGED PRODUCTS, VIZ
(Effective: October 1, 2024)

GRAIN, GRAIN PRODUCTS, GRAIN FLOUR OR MEAL, BEANS, LENTILS, PEAS, OTHER BAGGED PRODUCTS

Specifications	Wharfage	Unloading	Loading
Bags/Sacks/Packages –	$2.25	Contact Pate Stevedore	
Palletized – Flatbed Truck Loading Only	$2.25		

Product	Specifications	Wharfage	Unloading	Loading
MILK: (DEHYDRATED/POWERED)	Bags/Sacks/Packages	$2.25	Contact Pate Stevedore	
	Palletized – Flatbed Truck Loading Only	$2.25		
ROLLED OATS	Bags/Sacks/Packages	$2.25		
RICE/RICE PRODUCTS	Bags/Sacks/Packages	$2.25		
MISCELLANEOUS (NOS)	Bags/Sacks/Packages	$2.25		
	Pallets/Pre-Palletized	$2.25		

308 BEVERAGES
(Effective: October 1, 2024)

Specifications	Wharfage	Unloading	Loading
All Kinds, per barrel	$0.20	Contact Pate Stevedore	

310 BULK MATERIALS, DRY
(Effective: October 1, 2025)

Product	Specifications	Wharfage	Unloading	Loading

	NOTOTHERWISE SPECIFIED (NOS)	Railroad Cars/Dump Trucks	~~$2.25~~ $3.40	Contact Pate Stevedore
	AGGREGATE, VIZ. (LIMESTONE/GRANITE/DREDGE MATERIAL/RIP RAP/ROCK)	From Self-Unloading Vessels To or From Railcars/Trucks	~~$2.25~~ $3.40	Contact Pate Stevedore
	BAUXITE	From Self-Unloading Vessels To or From Railcars/Trucks	~~$2.25~~ $3.40	
	CEMENT/CEMENTPRODUCTS, GYPSUMROCK, PUMICE, SALT ANDALL OTHER	Bulk Covered Hopper Cars/Dump Trucks	~~$2.25~~ $3.40	

312 **COTTON/COTTON LINTERS/RESINS IN BALES**
(Effective: October 1, 2024)

Specifications	Wharfage	Unloading	Loading
in bales	$2.25	Contact Pate Stevedore	

314 **IRON/STEELARTICLES, VIZ**
(Effective: October 1, 2025)
ANGELS, BARS, BEAMS, BILLETS, CHANNELS, COILS, FLANGES, FLATS, PILING, PIPE, PLATES, RAILS, REBAR'S, ROUNDS, SLABS, AND TIN PLATE

Specifications	Wharfage	Unloading	Loading
Lifts/Bundles–To/From Flatbed Trucks; Proper Skids/Dunnage and Bundled/Packaged Properly for Forklift Equipment;	~~$2.25~~ $3.40	Contact Pate Stevedore	
To/From Source (Other Than Flat Cars/Flatbed Trucks); Requiring Use of Crane; Proper Dunnage and Bundled/Packaged Properly for Wire Slings.	~~$2.25~~ $3.40		

NOTE:
In connection with above rates and charges, iron or steel articles such as flat stack, angles, reinforcing bars, foot lengths, or other articles that are not sufficiently packaged or reinforced to prevent bending or other damage when handled with forklift, trucks or cranes, will be handled only at owner's risk with no liability for damages resulting from to the Port of Pensacola.

316 **LIME**
(Effective: October 1, 2025)

Product	Specifications	Wharfage	Unloading	Loading
LIME HYDRATE	Bags/Pallets	~~$2.25~~ $3.40	Contact Pate Stevedore	
LIME	Jumbo Sacks	~~$2.25~~ $3.40		
	Bulk	~~$2.25~~ $1.00		

318 **LUMBER, VENEER/FOREST PRODUCTS**
(Effective: October 1, 2025)

Product	Specifications	Wharfage	Unloading	Loading

	LUMBER: (Uniform in Size; Unitized Requiring Only Mechanical Equipment)	All	~~$3.00~~ $3.40	Contact Pate Stevedore
	PLYWOOD – BUNDLES: (SHEETROCK/DRYWALL/GYPSUM BOARD, etc.)	All	~~$3.00~~ $3.40	
	SHINGLES: (PALLETS/SKIDS)	All	~~$3.00~~ $3.40	
	TIES: (RAIL/CROSS/STITCH) And TIMBERS (6x6 and over)	Flatbed Trucks/Flat Cars	~~$2.25~~ $3.40	
		Open Top Cars	~~$2.25~~ $3.40	
	LOGS/POLES/POSTS/PILING: (65ft. or Less)	Flatcars/Trucks - Bundles	~~$2.25~~ $3.40	
		Flatcars/Trucks - Loose	~~$2.25~~ $3.40	
		Open Cars/Open Top Flatcars - in bundles	~~$2.25~~ $3.40	
	LOGS/POLES/POSTS/PILING: (Over 65 ft.)	Flatcars/Trucks - Bundles	~~$2.25~~ $3.40	
		Flatcars/Trucks - Loose	~~$2.25~~ $3.40	
		Open Cars/Open Top Flatcars - in bundles	~~$2.25~~ $3.40	
	LUMBER/PLYWOOD: (Exception)	Flatbed Trucks – Bundled and/or Packaged Properly for Fork Handling	~~$2.25~~ $3.40	

320 **MAGNESITE, DEAD/BURNT/CALCINED**
(Effective: October 1, 2024)

Product	Specifications	Wharfage	Unloading	Loading
POLYBAGS	Flatbed Trucks	$2.25	Contact Pate Stevedore	
POLYBAGS	Open Top Flatbed Trucks	$2.25		
BULK	Covered Hopper Cars/Dump Trucks	$2.25		

322 **METAL/ALLOY, VIZ**
(Effective: October 1, 2024)
ALUMINUM(BAR, BLOCK, INGOT, PIG OR SLAB), TIN (BAR, BLOCK, PIG, SLAB), ZINC AND ZINC ALLOYS (PIG OR SPELTER) WHEN IN BUNDLES

Specifications	Wharfage	Unloading	Loading
Boxcars/Vans	$2.25	Contact Pate Stevedore	
Flatbed Trucks	$2.25		

324 **PAPER/PAPER ARTICLES/WOOD PULP**
(Effective: October 1, 2025)

Product	Specifications	Wharfage	Unloading	Loading
PAPER: (WASTE/SCRAP)	Baled	~~$2.25~~ $3.40	Contact Pate Stevedore	
FIBERBOARD/LINERBOARD/ NEWSPRINT/PULPBOARD, WRAPPINGPAPER	Rolled	~~$2.25~~ $3.40		
WOODPULP/WOOD FLOUR	Boxcars/Vans and Rolls/Other Units	~~$2.25~~ $3.40		

326 **RUBBER**
(Effective: October 1, 2025)

Product	Specifications	Wharfage	Unloading	Loading
NATURAL/SYNTHETIC (**Not** LIQUID/LATEX)	Baled/Packaged (**Not** Palletized)	~~$2.25~~ $3.40	Contact Pate Stevedore	
	Palletized/Unitized	~~$2.25~~ $3.40		

328 **VEGETABLE OILS**
(Effective: October 1, 2025)

Specifications	Wharfage	Unloading	Loading
Barrels, Drums, Boxes or Cases	~~$2.25~~ $3.40	Contact Pate Stevedore	
Palletized for Mechanical Handling	~~$2.25~~ $3.40		

330 **VEHICLES, VIZ**
(Effective: October 1, 2024)
AUTOMOBILES, BUSES, TRACTORS, TRUCKS, MOTORIZED VEHICLES, MOBILE HOMES, CRANES, RAILROAD CARS, PER UNIT, UNLESS OTHERWISE SPECIFIED

Product	Specifications	Wharfage	Unloading	Loading
AUTOMOBILESAND TRUCKS		$30.00	Contact Pate Stevedore	
TRACTORS / COMBINES / AGRICULTURALIMPLEMENTS / MILITARY JEEPS & HUMVEES		$30.00		
ARMORED PERSONNEL CARRIERS/ MILITARYTANKS		$50.00		
MOTOR HOMES/ MOBILE HOMES/ HOUSE TRAILERS / PASSENGER BUS/SELF-PROPELLED CAMPING VEHICLE		$100.00		
GRADING/ROADMAKING MACHINERY		$30.00		
RAILROAD CARS – EMPTY		$30.00		
RAILROAD CARS – LOADED	Per net ton of contents	$3.00		

Terminal Tariff 5-A

SECTION FOUR – GENERAL CHARGES

400 **DOCKAGE RATES** (GSMTC)
(Effective: October 1, 2025)

All vessels subject to a $515? minimum:

ALLOCEAN-GOING VESSELS - INCLUDING OCEAN-GOING BARGES:

LENGTH OVERALL	LENGTH OVERALL	LENGTH OVERALL	RATEPER FOOT (*) PER 24 - HOURS
Over (in Feet)	Not Over (in Feet)	Not Over (in Meters)	(Except as Otherwise Provided)

0	199	60.70	~~$3.62~~ $3.73
200	399	121.60	~~$4.75~~ $4.90
400	499	152.10	~~$6.46~~ $6.65
500	599	182.60	~~$8.68~~ $8.94
600	699	213.10	~~$10.08~~ $10.38
700	799	243.50	~~$12.78~~ $13.17
800	899	274.20	~~$15.40~~ $15.87
900	And Over		~~$18.43~~ $18.98

BARGES:

	LENGTH OVERALL	**LENGTH OVERALL**	**RATE PER 24-HOURS**
	Over (in Feet)	**Not Over (in Feet)**	
	0	199	~~$325.00~~ $335.00
	200	And Over	~~$400.00~~ $412.00

OTHER:

TUGS (not serving the Port), FISHING VESSELS, PLEASURE BOATS and OTHER WATERCRAFT	**LENGTH OVERALL**	**LENGTH OVERALL**	**RATEPER FOOT** (*) **24- HOURS**
	Over (in Feet)	**Not Over (in Feet)**	
	0	And Over	~~$5.00~~ $5.15

(*) Reference ITEMS 221a - 221d.

NOTE 1:

One full day's dockage will be assessed for each 24-hour day or fraction thereof. Any vessel undocking within two (2) hours of expiration of its last 24-hour increment will not be billed an additional day's dockage.

NOTE 2:
The dockage will be computed on length overall as listed in Lloyd's Register of Shipping or Certificate of Registry or other official document deemed acceptable by the Port Director.

NOTE 3:
Ocean-going vessels in "repair" or "layup" status making application for lay berth in advance of docking may be granted ONLY if approved by the Port Director. Lay berth dockage will be assessed at 75% of the applicable published tariff rate.

1) Vessels permitted to arrive at the dock at least 24 hours prior to starting work may apply for lay berth status.

2) Requests for lay berth status will not be considered once a vessel has docked, except that vessels permitted to remain at berth after completion of work my apply for lay berth status to commence upon expiration of the last billing period for that vessel's working status. Such requests MUST be made prior to the vessel sailing.

NOTE 4:
Tugs will be exempt from dockage when landing tows. Tugs waiting in assist of ocean-going barges that are working will be exempt from dockage.

NOTE 5:
The Port Director may, subject to berth availability, intended use, length of stay, absence of interference with other Port of Pensacola users and activities, and other criteria as may from time to time be established by the Port Director, grant reduction of dockage.

NOTE 6:
The Port Director may assess additional charges to vessel for various activities conducted while moored at Port of Pensacola.

404a **FRANCHISE FEES – HANDLING GENERAL LICENSE**
(Effective: October 1, 2025)

Each stevedore company and freight handler performing handling operations at the Port of Pensacola in accordance with a franchise issued by the Port, will be allowed to handle cargo and will be assessed the following charges for the privilege of cargo handling and for maintenance of facilities at the Port. Also applicable on self-loading and self-unloading vessels.

Specifications	Fee
All General Cargo (including container contents)	~~$0.40 (Per Ton)~~ $0.42 (Per Ton)
Bulk Cargo	~~$0.20 (Per Ton)~~ $0.21 (Per Ton)
Minimum Charge Per Rail Car	~~$30.00 (Each)~~ $30.90 (Each)
Minimum Charge Per Truck/Van/Container/Trailer	~~$10.00 (Each)~~ $10.30 (Per Ton)

404b **FRANCHISE FEES – STEVEDORES**
(Effective: October 1, 2025))

Each stevedore company loading and/or unloading vessels at the Port of Pensacola in accordance with a franchise issued by the Port will be assessed the following charges for the privilege of conducting their operations and for maintenance of facilities at the Port. Also applicable on self-unloading and self-loading vessels.

Specifications	Fee
All General Cargo (Including Container Contents)	~~$0.40 (Per Ton)~~ $0.42 (Per Ton)
Bulk Cargo	~~$0.20 (Per Ton)~~ $0.21 (Per Ton)

408 **HARBOR FEES**
(Effective: October 1, 2025)

All vessels engaged in foreign, coastwise or intra-coastal trade, operating at the Port of Pensacola, shall be assessed a harbor fee based upon the registered length of the vessel, to defray the expense of the administration and maintenance of the port and harbor.

LASH and SEABEE barges are exempt only when the barge-carrying vessel (mother vessel) is assessed the harbor fee.

LENGTH OVERALL Over (in Feet)	LENGTH OVERALL Not Over (in Feet)	RATE PER VESSELCALL
0	199	~~$250.00~~ $258.00
200	399	~~$500.00~~ $515.00
400	499	~~$750.00~~ $773.00
500	599	~~$850.00~~ $876.00

600	799	~~$1,000.00~~ $1,030.00
800	And Over	~~$1,100.00~~ $1,133.00

410 LINE-HANDLING
(Effective: July 1, 2019)

The service of line handling for mooring, unmooring and shifting of vessels is performed by service providers authorized to conduct business at the Port of Pensacola. Any concern performing line handling services at the Port of Pensacola must be insured in accordance with the policy types and limits specified in ITEM 241a. Firms currently authorized to perform line handling services at the Port of Pensacola are:

Pate Stevedore Company (850-438-3648), Portside Marine & Towing (850-777-1285), and Offshore Inland Marine (850-912-6966).

412 PILOT BOAT FEES
(Effective: October 1, 2022)

All vessels utilizing Pensacola Pilots will be charged a pilot boat fee of $950.00. This fee covers the costs associated with capital boat replacement, operator salaries, and operational and maintenance expenses. The service will be provided through a contract with Pensacola Launch Services LLC, which will also issue invoices for this service.

414 FACILITY MAINTENANCE FEE
(Effective: October 1, 2025)

International vessels utilizing the Port of Pensacola facility will be subject to a facility maintenance fee of ~~$700.00~~ $721.00 if deemed applicable. This fee is intended to offset the costs associated with customs declarations, safety and security inspections, enforcement activities, and immigration checks.

420 PASSENGER WHARFAGE RATES
(Effective: October 1, 2025)

Specifications	Fee Per Passenger
Cruise Homeport Operations	~~$15.00~~ $15.45
Cruise Port of Call Operations	~~$10.00~~ $10.30
Persons aboard cargo, research or other commercial vessels booked as Passengers	~~$15.00~~ $15.45
Ferry, day cruise, dinner cruise and other operations using Pensacola Ferry Terminal dock	~~$5.00~~ $5.15

426 RAILCAR SHUNTING
(Effective: October 1, 2024)

Lessees and Terminal Operators owning or leasing their own railcar mover(s), track mobile(s), yard engine(s) or other railcar moving devices deemed acceptable by the Port Director, may shunt (switch) railcars consigned to their terminals utilizing their owned or leased equipment and shall do so in accordance with any and all rules, regulations, restrictions, policies or procedures that may be imposed at any time at the full discretion of the Port Director including, but not necessarily limited to, restrictions on the speed, weight or numbers of railcars permitted to be shunted in a single move. Any violation of such rules established by the Port may result in the loss of railcar shunting privileges.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception assume and accept all liability and responsibility for any and all injury to persons or damage to property that may be caused as result of the actions of the Lessee or Terminal Operator or its employee(s) or agent(s), including any and all damage to tracks, switches, spurs, turnouts, and other infrastructure regardless of the condition of said infrastructure at the time the damage occurred as well as full responsibility for safely righting any and all derailments, including paying any and all costs for related emergency response that may be required.

In any and all cases of injury to person(s) or damage to property, a complete, detailed incident report shall be filed with the Port of Pensacola Cargo Operations Superintendent no later than 0830 the next regular business day. Said report shall include, at a minimum, the date, time and location of the incident, detailed

narrative describing the occurrence, a detailed listing of all resulting injuries and property damage, and the full names of all equipment operator(s), signal men, watchmen, and/or shunting crew members involved, and the name and full contact information for the Lessee or Terminal Operator on whose behalf shunting operations were be conducted. All incident reports will be maintained on file with the Port of Pensacola. All incidents will be tracked and based on incident volumes, incident severities, or a combination thereof, the Port Cargo Operations Superintendent may, at any time, revoke any operator's authority to conduct railcar shunting operations at the Port of Pensacola.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception must maintain on file with the Port of Pensacola a Hold Harmless Agreement signed annually by the Lessee or Terminal Operator and all employees or agents authorized to conduct shunting on its behalf as well as a complete, up-to-date listing of all employees and agents authorized to conduct shunting activities on its behalf.

428 **RAILCAR STORAGE**
(Effective: October 1, 2024)

Working railcars arriving at the Port of Pensacola for either loading or discharge shall be afforded 5 calendar days free dwell time on port beginning immediately upon arrival in order to allow sufficient time for the railcar to be received, worked and removed from the port. After 5 calendar days, storage shall be assessed at a rate of $5.00 Per Railcar, Per Day.

429 **RAILTRACK USAGE & MAINTENANCE FEE**
(Effective: October 1, 2025)

Lessees and Terminal Operators conducting their own railcar shunting in accordance with **ITEM 426** shall pay to the Port a Rail Track Usage & Maintenance Fee of ~~$30.00~~ $60.00 per railcar moved. Rail Track Usage & Maintenance Fees will be invoiced to Lessees and Terminal Operators at the beginning of each month for the prior month's activity as tracked by the Port Operations Division.

430 **SCHEDULE OF MISCELLANEOUS LABOR RATES AND RENTAL CHARGES**
(Effective: October 1, 2025)

The Port of Pensacola does not furnish equipment with labor or supplies, except in the event of a special emergency situation or to perform other-than-normal cargo operations. A specific request for the use of Port labor, equipment, or supplies must be submitted to and approved by the Port Director in advance. When such requests are approved by the Port Director, the following charges will be assessed:

LABOR - Per Hour:

Specifications	Fee
Supervisors	~~$125.00~~ $129.00
Mechanics & Equipment Operators	~~$100.00~~ $103.00
Laborers	~~$75.00~~ $78.00
Security Officers ~~(With 30 Hours Advance Notice)~~	~~$75.00~~ $78.00
~~Security Officers (With Less Than 30 Hours Advance Notice)~~	~~$75.00~~

The rate for overtime, including Saturday and Sunday, will be 1 1/2 times the regular rate. The rate for overtime on Legal Holidays (as described in ITEM 237) will be 2 1/2 times the regular rate. Overtime will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays which will be subject to a minimum charge of 4 hours. After minimum has been met, billing minimum is in 1/2 hour increments. The 2-hour minimum charge will not apply to the hours between 0700 and 0800 and 1700 and 1800, weekdays.

EQUIPMENT:

Specifications	Per Day Fee	Per Week Fee
ITEM	**(8 Hours)**	**(40 Hours)**
Forklift (8,000 lb. Capacity)	$400.00	$1,600.00

	Forklift (10,000lb. Capacity)	$500.00	$2,000.00
	Forklift with Operator	$750.00	$3,000.00
	Sweeper with Operator	$750.00	$3,000.00
	Work Boat with Operator	$1,350.00	$5,400.00
	Patrol/Pilot Boat with Operator	$800.00 (per trip)	N/A

Sweeper/forklift with operator rental and boat with operator rental will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays, which will be subject to a minimum charge of 4 hours. The Port of Pensacola will not rent sweepers or boats without a Port operator. Forklift rentals commence at 0800 hours and ends at 1700 hours, Monday through Friday. Forklifts will be rented with a full tank of gas and returned with a full tank. Failure to fill the tank prior to returning will result in a charge of $6.00 Per Gallon to fill the tank.

CHARGES FOR MISCELLANEOUS SERVICES/MATERIALS

Unless otherwise specifically provided to the contrary in other Rules, Sections, or Items of the Tariff, materials and/or services of a miscellaneous nature may be supplied and/or performed by the Port of Pensacola at its option and convenience on a basis of actual cost of labor, supervision, equipment, supplies and materials, plus 20%.

434 SECURITY FEE (GSMTC)
(Effective: October 1, 2025)

A security surcharge, as described in this tariff item, shall be assessed against, and collected from, all vessels, barges and cargo interests utilizing services or facilities at the Port of Pensacola in accordance with notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance, and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional Security costs associated with an increase in MARSEC Level mandated by the U.S. Department of Homeland Security.

The security surcharge will be assessed against vessels and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers, which will be assessed on a per unit basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff as follows:

Specifications

	FEE AGAINST	RATE	BASIS
	Vessels/Barges	13%	Of Dockage

Specifications

	FEE AGAINST	CARGO TYPE	RATE	BASIS
	Cargo			
		Break Bulk	$0.33	Per Short Ton
		Bulk (Dry/Liquid)	$0.08	Per Short Ton
		Containers	~~$5.22~~ $5.47	Each
		Vehicles	~~$1.17~~ $1.23	Each
		Passengers	~~$1.17~~ $1.23	Each

436a **RESERVED**

436b **STORAGE CHARGES - FOR ALL COMMODITIES (INCLUDING N.O.S.)**
(Effective: October 1, 2025)

All commodities listed in **Section III** of this Tariff will be assessed storage in accordance with the following schedule of rates upon expiration of free time:

Specifications			
	INSIDE:		
		First 15 – Day Period	~~$0.35 Per Ton, Per Day~~ $.70 Per Ton, Per Day
		Second 15 – Day Period	~~$0.50 Per Ton, Per Day~~ $1.00 Per Ton, Per Day
		Thereafter	~~$0.80 Per Ton, Per Day~~ $1.26 Per Ton, Per Day
Specifications			
	OUTSIDE:		
		First 15 – Day Period	~~$0.30 Per Ton, Per Day~~ $.60 Per Ton, Per Day
		Second 15 – Day Period	~~$0.45 Per Ton, Per Day~~ $.80 Per Ton, Per Day
		Thereafter	~~$0.75 Per Ton, Per Day~~ $1.07 Per Ton, Per Day
Specifications			
	VEHICLES:	Including automobiles, buses, motorcycles, tractors, trucks, trailers, motorized vehicles, mobile homes, cranes, railroad cars (Wharfage **ITEM 330**) will be assessed storage in accordance with the following schedule of rates upon expiration of free time:	
		First 15 – Day Period	$2.50 Per Vehicle, Per Day
		Thereafter	$5.00 Per Vehicle, Per Day

440 **WATER**
(Effective: October 1, 2025)

Rates for fresh water delivered to vessels at berths, or other locations, shall be as follows:

Specifications	**Fees**
Per Ton (240 Gallons)	~~$2.00~~ $2.06
Hookup Fee/Meter Installation	~~$125.00~~ $129.00
Minimum water charge per vessel/tug/other	~~$100.00~~ $103.00

An additional fee of $100.00 will be charged when water is requested during overtime hours.

ONLY PORT OF PENSACOLA PERSONNEL are permitted to make connections and install metering devices to fresh water pumping stations at the Port of Pensacola. The vessel's agent, captain, master or other authorized representative MUST contact Port Maintenance Department Supervisor at (850) 982-0071 a minimum of two (2) hours in advance on weekdays to schedule fresh water connections during regular working hours. Evening, weekend and holiday service must be scheduled no later than 3 p.m. local time the last regular business day proceeding the required service date.

Indicating the need to take on fresh water on berth applications is considered a courtesy notification only and DOES NOT constitute the scheduling of service.

Any vessel taking on water without proper advance scheduling or without having a metering devise properly affixed at the pumping location by Port Personnel will be charged three (3) times the above rate on the vessel's total tank capacity, plus three times the overtime rate, regardless of whether water was taken on during straight-time or overtime hours.

442 WATER HOSE RENTAL
(Effective: October 1, 2025)

When the Port of Pensacola is requested to furnish a water hose, rental rates will be charged in accordance with the following schedule. All water hose made available by the vessel must be free of leaks or Port of Pensacola water hose must be used when available.

The vessel's agent, captain, master, or other authorized representative MUST contact Port Maintenance Department Supervisor at (850) 982-0071 a minimum of two (2) hours in advance on weekdays to schedule water hose rental during regular working hours. Evening, weekend, and holiday service must be scheduled no later than 3 p.m. local time the last regular business day proceeding the required service date.

Specifications	Fees
Per 50-Foot Section	~~$25.00~~ $26.00
Minimum Charge	~~$75.00~~ $78.00

443 Public Marinas
(Effective: May 1, 2023)

Rules and Regulations for Public Marinas:

- The docks are for transient vessels during daytime hours only, no overnight or after-hours dockage is permitted. Marina hours of operation are (6:00 AM – 10:00 PM) March 1 – November 1 and (6:00 AM – 6:00 PM) November 2 – February 28.
- All boats utilizing the docks shall have a valid/current registration and be under 27' LOA (Length over all).
- Boats utilizing the docks must be kept in a safe and clean condition. Boats shall conform to all federal, state, and city regulations concerning boat safety devices and equipment and be capable of moving under their own power.
- All boats in the marina area approaching the docks shall proceed at idle, no wake speed, so as to prevent injury or damage to persons or property and observe all rules of the road. No wake is defined as reducing engine speed to complete idle so that the stern of the vessel rises to normal at rest height and no waves are created. Boats shall not anchor in the entrance or channels near the docks.
- The discharge of untreated sewage, oil, or petroleum products or other pollutants into the water is prohibited.
- Trash and garbage should be placed in the proper waste receptacles.
- Docks shall be kept clear of stored materials, and hoses shall not run across the docks.
- Excluding sanctioned and sponsored tournaments and events, fishing and cast netting are prohibited from docks, piers, or walkways.
- Fish cleaning or disposal of fish remains is prohibited at the docks and in the marina.
- Recreational swimming is prohibited in the waters near the docks.
- Fireworks of any kind are not permitted on or near the marina docks.
- The City of Pensacola reserves the right to refuse use of the docks to anyone at any time without notice at its sole discretion.
- The City of Pensacola is not responsible for lost, stolen or damaged property.
- Any vessel moored for 5 continuous days will be considered abandoned under Section 705.103(1), Fla. Stat. A 24-hour notice will be posted on the vessel before removing the vessel from the marina. See Section 327.60(5)
- Overnight dockage is permitted for state and local government vessels.

Penalties for violation of section 443 – Rules and Regulations for Public Marinas:

Unless otherwise specified in this chapter, the owner of any vessel found to be in violation of any of the provisions in this chapter within the city shall be fined in the amount if $100 for the first offense; $250 for the second offense, $500 for the third or subsequent offenses when the offenses subsequent to the first offense occur with 12 months of the first offense. The amount of the fine shall be doubled if payment is not received by the city, or if payment is not postmarked, within 15 days of the date of the notice of the violation.

Any person receiving a fine pursuant to the subsection above, vessel found to be in violation of

	the posted docking regulations may seek to have the fine rescinded by filing an objection with the Pensacola Parking Management within 15 days of the date of issuance of the fine. The Pensacola Parking Management shall schedule a hearing on the objection before the special magistrate at the regularly scheduled meeting and the special magistrate shall have the authority to confirm or rescind the fine. In order to support an order rescinding the fine, the special magistrate must find and articulate on record sufficient facts and circumstances that the fine was improvidently imposed, or that the fine should otherwise be rescinded. The recipient of the fine is not required to attend in person and may submit on-line testimony or evidence. The decision of the special magistrate shall be final. The City shall be furnished to the state department of highway safety and motor vehicles, via an electronic means, a list of persons who have three or more outstanding vessel violations. In addition, a list of such violators shall also be provided to the clerk of the court of the county. The provisions of F.S. 320.03 (8), as amended, shall apply to each person whose name appears on such a list. Under the authority of F.S. 320.03(8), as amended, if the name of the applicate for a vessel revalidation sticker appears on the list referred to in subsection (a) of this section and F.S. 316.1976(6), as amended, the revalidation sticker shall not be issued until the applicant's name no longer appears on said list or until applicant presents a receipt from the city showing the vessel fines have been paid.
444	**Security Cost Share Program** **(Effective: October 1, 2025)**
	Security Cost Share Program: • This is a **mandatory** program for all tenants leasing space at the Port of Pensacola who require vessel operations. • Participating tenants are required to cover a **proportional share** of the Port's security operating expenses. • Each tenant will be notified of their specific percentage and amount due. These figures will vary depending on the number of tenants participating and the level of vessel activity attributed to each tenant during the fiscal year.
445	**Utilities Cost Share Program** **(Effective: October 1, 2025)**
	Utilities Cost Share Program: • This is a **mandatory** program for all tenants leasing space at the Port of Pensacola, unless their lease explicitly states that the Port will cover the associated expenses. • Tenants are required to contribute to utility operating expenses that are not covered by direct billing or individual metering. • Total uncovered utility costs will be divided equally among all participating tenants. This ensures a fair distribution of shared expenses based on the number of tenants in the program. • Each tenant's percentage share and the corresponding amount due will be communicated at the end of each fiscal year. These values may be adjusted periodically based on changes in the number of participating tenants and actual utility expenses. • Payments are due according to the invoicing schedule provided to each tenant.
446	**Insurance Cost Share Program** **(Effective: October 1, 2025)**

Insurance Cost Share Program:

- This is a **mandatory program** for all tenants leasing space at the Port of Pensacola, unless their lease explicitly states that the Port will cover the associated expenses.
- Tenants are required to contribute to insurance expenses incurred by the Port that are not allocated through individual lease agreements.
- The total uncovered insurance costs will be shared among all participating tenants. This ensures a fair and consistent approach to supporting shared risk coverage across port operations.
- Each tenant's percentage share and the corresponding amount due will be communicated at the end of each fiscal year. These figures may be adjusted based on changes in tenant participation or fluctuations in insurance costs.
- Payments are due according to the invoicing schedule provided to each tenant.

Terminal Tariff 5-A

SECTION FIVE – CONTAINERS

500	**CONTAINER: POINT-OF-REST** **(Effective: September 15, 2005)**
	Except as otherwise provided in this Tariff, all container cargo will be received at and delivered to the terminal at a point-of-rest designated by the Port of Pensacola.
502	**HANDLING OF CONTAINERS** **(Effective: September 15, 2005)**
	General-license stevedores and/or freight handlers will exercise physical control and perform container-handling services over the entire time that a container is in the container-marshaling yard or on Port of Pensacola facilities.
504	**INTERIM PARKING AREA** **(Effective: September 15, 2005)**
	The term "interim parking area," as used in this Tariff shall refer to a designated parking area, when available, on the terminal where loaded or empty containers on wheels, bogeys, chassis or frames may be temporarily parked during hours or periods of time when the terminal is not open for the receipt or delivery of containers. The Port of Pensacola will not assume responsibility for loss or damage to containers or the contents thereof when placed in the interim parking area.
506	**MARSHALING YARD** **(Effective: September 15, 2005)**
	The term "marshaling yard," as used in this Tariff, shall refer to the designated area on the terminal where loaded or empty seagoing containers can be physically exchanged by the inland carrier (or its contractual agent) and the other carrier, through the controlled medium of the Port of Pensacola's marine terminal.
508	**RECEIVING/DELIVERING CONTAINER** **(Effective: September 15, 2005)**
	The term "receiving or delivering container," as used in this Tariff, shall refer to physical acceptance or delivery of a container, empty or loaded, at the Port of Pensacola from or to the inland carrier, so as to facilitate physical exchange of the container between the inland carrier and the water carrier from the point-of-rest. Under the term "receiving or delivering container," the Port of Pensacola will, by use of its own mechanical equipment, perform the necessary interim functions to affect the physical exchange of a container between the inland carrier and the water carrier berthing at the terminal.
510	**RE-HANDLING CONTAINER** **(Effective: September 15, 2005)**

	The term "re-handling container," as used in this Tariff, shall refer to the moving of a so-called "standard 20', 35' or 40' seagoing container" from or to the point-of-rest to or from a designated point on the terminal including movement to or from container freight station.
512	**RELOCATION OF EMPTY CONTAINER** **(Effective: September 15, 2005)**
	The term, "relocation of empty container," as used in this Tariff, shall refer to the removal of any empty container from a stack and placement on steamship-line-owned or leased chassis for movement to container freight station. This also applies to empty containers returned from the container freight station to the stack.
514	**SEGREGATION OF CONTAINER** **(Effective: September 15, 2005)**
	The term, "segregation of container," as used in this Tariff shall refer to the movement of a container from one location to another location in close proximity within the marshaling yard, without the use of a yard-jockey or tractor upon instructions from the vessel or its authorized agent.
516a	**RECEIVING OF CONTAINER: FROM INLAND CARRIER** **(Effective: September 15, 2005)**
	Upon instructions from the vessel and/or its authorized agent, a wheeled container will be appropriately moved into position in the container-marshaling yard by the inland motor carrier or rail carrier (or its contractual agent) or flatbed trailer by the Port of Pensacola with its own labor and mechanical equipment. In turn, the container will be grounded or stacked by the Port of Pensacola in the marshaling yard at a point-of-rest awaiting movement to the vessel. When requested, the Port of Pensacola will inform the vessel and/or its authorized agent as to the exact location of the container. The vessel and/or its authorized agent will, in turn, remove the container from the point-of-rest in the marshaling yard and transport the container to the vessel.
516b	**RECEIVING OF CONTAINER:** **HAVINGDAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT** **(Effective: September 15, 2005)**
	Seagoing containers having damage or variances which may impede normal movement with the Port of Pensacola's mechanical equipment will not be received or handled unless prior arrangements have been made with the Port Director.
518	**DELIVERY OF CONTAINER TO INLAND CARRIER** **(Effective: September 15, 2005)**
	The Port of Pensacola will receive a container without wheels from the vessel and/or its authorized agent at a point-of-rest in the container-marshaling yard for delivery to an inland motor carrier or rail carrier (or its contractual agent). The vessel and/or its authorized agent will ground or stack the container in the marshaling yard at a point-of-rest designated by the Port of Pensacola. When so requested by the vessel and/or its authorized agent, the Port of Pensacola, with its labor and mechanical equipment, will remove the container from its point-of-rest and place the container on wheels, bogeys, chassis, frames or flatbed trailer for delivery to the inland motor carrier or rail carrier (or its contractual agent).
520	**TRANSFER OF CONTAINERS BETWEEN VEHICULAR CONVEYANCES** **(Effective: September 15, 2005)**
	Upon instructions from the vessel and/or its authorized agent or shipper or consignee or their agents, the Port of Pensacola will perform transfer service between flatbed trailers and bogeys; between flatbed trailers and flatbed trailers; or, between bogeys and bogeys where the movement between vehicles does not require extensive movement by the container-handling equipment as determined by the Port of Pensacola.
522	**CONTAINERS LOADED IN EXCESS OF RATED CAPACITY** **(Effective: September 15, 2005)**

The rates, rules, regulations and charges published in this Section are not applicable to standard seagoing containers loaded in excess of their rated capacity. The Port of Pensacola will not permit its mechanical equipment designated for movement or carriage of containers) to be used in any way to lift, move, or transport a container which is loaded in excess of the container's rated capacity. Should the Port of Pensacola transport a container which is loaded in excess of the rated capacity, the party or parties requesting such use shall be held liable for all losses, claims, demands and suits for damages, including death and personal injury, including court costs and attorneys' fees, incident to or resulting from such unauthorized use.

524 **CHARGES FOR CONTAINER SERVICES DURING OTHER THAN NORMAL WORKING HOURS**
(Effective: September 15, 2005)

Rates and charges for receiving, delivering and/or re-handling containers as set forth in this Tariff are applicable only during recognized working hours and days as set forth in ITEM 237 of this Tariff.

Upon written authorization by vessels or their agents, containers will be received, delivered and/or re-handled by the Port of Pensacola at time other than recognized work hours or days, subject to the following charges or conditions:

One charge for receiving, delivering and/or re-handling as set forth in this Tariff will be assessed for each service performed subject to a minimum of one container per hour plus the actual total overtime cost. All charges will be for the account of the vessel or its agent.

528a **FREE TIME: IMPORT CONTAINERIZED TRAFFIC**
(Effective: September 15, 2005)

The free time allowed for removing import containers and container cargo, inclusive of Saturdays, Sundays and legal holidays, shall be as follows:

Specifications	
Import Traffic	30 Days

On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).

528b **FREE TIME: EXPORT CONTAINERIZED TRAFFIC**
(Effective: September 15, 2005)

The free time allowed for assembling export containers and container cargo, inclusive of Saturdays, Sundays, and legal holidays, shall be as follows:

Specifications	
Export Traffic	30 Days

1. **LCLTRAFFIC**:
   Upon the request of the export shipper or its agent to the Port of Pensacola, cargo stuffed into containers at the terminal facilities may be granted extended free time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) after loading into container, in addition to the 15-day free time provided above. Cargo upon which such extended free time has been granted shall be designated on dock receipt upon arrival at the terminal facilities as "hold on dock for consolidation." Cargo not so designated and cargo not actually consolidated into containers on the piers will not be entitled to the granting of extended free time.

2. **FCLTRAFFIC**:
   On consolidated export container shipments, upon request of the export shipper or its agent to the Port of Pensacola, container consolidation time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) may be granted to loaded containers in addition to the free time provided above. Containers upon which such consolidation time has been granted shall be designated on dock receipts as "hold on dock for consolidation." Containers not so designated and containers not actually consolidated on the piers will not be entitled to the granting of consolidation time. As used in this Section, "consolidated export container shipments" shall mean shipments of cargo commodities which move under a single bill-of-lading to overseas consignees

in more than one TEU container.

Upon request of the export shipper or its agent to the Port of Pensacola, containers stuffed at the terminal facilities in accordance with Paragraph A) above, may be granted additional free time as provided for in Paragraph B, subject to availability of space on approval by the Port Director. In no instance will free time exceed 45 days (inclusive of Saturdays, Sundays, and Legal Holidays).

On consolidated export container shipments as defined and provided for in Paragraph A) above, upon written request by the export shipper or its agent and subject to the availability of space, containers delivered to an inland carrier by the Port of Pensacola for ultimate shipment by waterborne transportation may be granted an exemption from ITEM 208e of this Tariff, provided such charge is waived by the Port Director.

On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).

532 **RATES AND CHARGES: CONTAINERIZED TRAFFIC**
(Effective: October 1, 2025)

The following charges apply on containers and/or chassis not exceeding 40' in length or loaded in excess of rated capacity. These charges are assessed against the vessel or its agent unless arrangements to do otherwise have been made with and approved by the Port Director.

Specifications				
WHARFAGE	EMPTY CONTAINERS	20’ or Less	$4.50	Per Unit
		More than 20'	$7.50	Per Unit
Specifications				
WHARFAGE	LOADED CONTAINERS	Per Ton of Contents	~~$2.00~~ $3.40	Per Ton
Specifications				
HANDLING FEES	To be quoted by the handling Stevedore			

Note 1: Receiving, delivering or handling underframes or chassis does not include any inspection for visible damage. The Port of Pensacola assumes no responsibility for condition of containers, contents therein, underframes, or road-serviceability of equipment.

Note 2: For Handling and Stevedoring Franchise Fees applicable to container cargo, see ITEM 404a and ITEM 404b.

Note 3: For Security Fee applicable to container cargo, see ITEM 434.

534 **CONTAINER STORAGE**
(Effective: October 1, 2025)

Storage charges on containers held in excess of **free time** shall be as follows:

Specifications				
EMPTY				
Container	Less Than 21’ in Length	Per 15-day period or Fraction Thereafter	~~$22.00~~ $5.46	Per Container
	Over 21’ in Length	Per15-day period or Fraction	~~$35.00~~ $5.46	Per Container

			Thereafter		
	LOADED				
	Container	Any Size	Per 15-day period or Fraction Thereafter	~~$2.50~~ $7.50	Per Container

Terminal Tariff 5-A

SECTION SIX – FOREIGN TRADE ZONE NO. 249

600 ROLE OF THE PORT OF PENSACOLA
(Effective: October 1, 2024)

The Port of Pensacola is a designated site within Foreign Trade Zone No. 249 (FTZ #249).

602 SITE DESCRIPTIONS
(Effective: September 15, 2005)

All sites within Foreign Trade Zone #249 are designated as General Purpose Zone Sites unless otherwise specified.

SITE#	LOCATION	DESCRIPTION
1	PORT OF PENSACOLA	The entire 50-acre commercial port area owned by the City of Pensacola, excluding approximately 10 acres of dredge disposal site currently owned by the US Army Corps of Engineers.
2	PENSACOLAINTERNATIONAL AIRPORT	The entire 1,400-acre airport site.
3	PENSACOLA SHIPYARD	The entire 70-acre complex, configured for marine waterfront industrial use and zoned M-2 (Heavy Industrial) by the City of Pensacola.
4	SPRUCE STREETINDUSTRIAL WAREHOUSE	9.7 acres of the former Florida Drum Corp. manufacturing and warehouse facility, zoned ID-2 (Heavy Industrial) by Escambia County.
5	CENTURYINDUSTRIAL PARK	140-acre industrial park in northern Escambia County approximately 45miles from the City of Pensacola, zoned industrial/mixed use by the City of Century.

604 ZONE SCHEDULE INCORPORATED BY REFERENCE
(Effective: September 15, 2005)

The schedule of charges, rates, rules and regulations applicable at FTZ #249, as administered by the PEDC, is incorporated herein, in its entirety, by reference. As a designated site within FTZ #249, the Port of Pensacola and all FTZ program participants operating within or utilizing activated FTZ facilities at the Port of Pensacola are subject to all provisions of said schedule.

606 OPERATOR REQUIRED
(Effective: September 15, 2005)

	The Port of Pensacola serves as a facilitator and provider of facilities only in the FTZ program and, therefore, does not serve as the Operator of its FTZ site. All users of activated FTZ areas at the Port of Pensacola are required to designate a qualified zone Operator to manage cargo flows, documentation, reporting requirements and to ensure compliance with all rules, regulations, policies and procedures of the Port of Pensacola, FTZ #249, the US Foreign-Trade Zones Board, US Customs Service (or any successor thereto) and all other relevant local, state and federal regulatory agencies. Users may elect to become designated as their own Operator or may designate an existing Operator for this purpose, provided that, in either case, such designee is qualified under the rules and regulations of FTZ #249, the US Foreign-Trade Zones Board and the US Customs Service (or any successor thereto).
608	**PAYMENT OF CHARGES** **(Effective: September 15, 2005)**
	With the exception of any site annual fee as established by the PEDC as Grantee of FTZ #249, all fees, charges, rates and assessments levied by the PEDC, the US Foreign-Trade Zones Board, and/or the US Customs Service (or any successor thereto) related to FTZ program participation and operations shall be the responsibility of the User, either directly or through his designated Operator. In the case of fees, charges, rates and assessments billed to the account of the Port of Pensacola, the Port shall through-bill all amounts at actual cost to the appropriate User with such through bills to be subject to the standard payment terms of the Port of Pensacola as expressed in ITEM 246 of this Tariff.

Terminal Tariff 5-A

APPENDIX A– STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT

SECTION I	**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT** **GENERAL** **(Effective: January 15, 2015)**
	No person, firm, corporation or other business entity shall operate as or carry on business of a stevedore or freight handler on Port facilities or on facilities otherwise controlled by the City of Pensacola, Florida unless and until such person, firm, corporation or other business entity shall first have obtained from the Port of Pensacola a license or permit issued authorizing such stevedore or freight handling activity. As used herein "stevedore" includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary expertise to load and unload said commercial cargo vessels and/or barges. General-license stevedores are automatically dually licensed as both a stevedore and freight handler. As used herein "freight handler" refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physically loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges. Terminal lessees are not required to obtain a Freight Handling Permit. They must however, if engaged in stevedore activities, obtain a Stevedore Franchise License. Each Stevedore License or Freight Handling Permit issued by the City of Pensacola shall be non-exclusive basis and no licensee or permittee has any right to serve as the sole provider of the licensed or permitted service or to any other type of exclusivity.

SECTION II	**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT APPLICATION POLICY (Effective: January 15, 2015)**
	1. Application for license with accompanying fee shall be submitted to the Port Director. Licensing and permit fees are specified in Section V of this item. New applications may be submitted and new licenses or permits may be issued at any time during the calendar year. 2. Each applicant for a Stevedore License or Freight Handling Permit must furnish a bond or letter of credit in the penal sum of Ten Thousand Dollars ($10,000.00) payable to the City of Pensacola which shall guarantee the licensee or permittee proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each licensee or permittee must file a Certificate of Insurance evidencing insurance coverage in the form and amounts as prescribed in the Port of Pensacola's Terminal Tariff No. 5-A (or any revisions or reissues thereof or successors thereto): ITEM 241a, "Insurance;" ITEM 241c, "Stevedore and Freight Handling Insurance;" and Section VII of Appendix A. 3. Cancellation of insurance or aforementioned bond or letter of credit shall be grounds for the immediate revocation of License or Permit.
SECTION III	**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT CONSIDERATION (Effective: September 15, 2015)**
	The Port Director will review the completed application and may require the applicant to furnish any additional information deemed appropriate. The Port Director may require a personal interview with the applicant or the applicant's officers if deemed necessary. The Port Director will consider the applicant's trustworthiness; competency; financial responsibility; previous experience; whether or not the issuance of the Stevedore License or Freight Handling Permit is desirable for the productive operation of the Port of Pensacola, having specific regard for the commitment to promote commerce, generate economic activity and create employment opportunities; any new business for the Port of Pensacola which the applicant will attract; any specialized equipment or expertise for handling cargo owned by or available to the applicant; and any other pertinent information.
SECTION IV	**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT ISSUANCE (Effective: January 15, 2015)**
	Stevedore License (original issue) 1. If the applicant is qualified under the criteria established in Section II above, the Port Director may issue a Stevedore License. 2. Notice of the issuance of a Stevedore License by the Port Director will be filed immediately in the Office of the City Clerk where it will be available for public inspection. 3. The Port Director will send notice of the issuance to the applicant of the Stevedore License, which notice will inform the applicant of the right of any person aggrieved by the decision of the Port Director to appeal to the Mayor of the City of Pensacola and subsequently to the Pensacola City Council in accordance with the process outlined elsewhere herein. Notice of the issuance of the Stevedore License will be advertised in a general-circulation newspaper and by letter to those parties that, in the estimation of the Port Director may have cause to be aggrieved. The Stevedore License issued by the Port Director will become effective 14 days after issuance and is not subject to suspension or revocation except as specifically provided for in this Policy. 4. Any person aggrieved by the decision of the Port Director may appeal to the Mayor of the City of Pensacola by filing a written notice of appeal in the office of the City Clerk within 14 days after the date notice of issuance-decision was sent to the applicant. The notice of appeal shall

set forth a short and plain statement alleging the reasons why the Port Director's decision was not in compliance with the provisions of this Policy. The City Clerk shall refer to the appeal for a hearing and action by the Mayor. In the event of grievance filed, the effective date of license will be suspended until such date as the Mayor may make a ruling in the matter.

5. The Mayor will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decision of the Port Director within 30 days of the filing of the notice of appeal.

6. Upon completion of the Mayoral appeal process outlined above, the aggrieved party may elect to further appeal to the Pensacola City Council by filing a written notice of final appeal in the Office of the City Clerk within 14 days after the date of issuance of the Mayor's appeal decision. The notice of final appeal shall set forth a short and plain statement alleging the reasons why the Port Director's and Mayor's decisions were not in compliance with the provisions of this policy. The City Clerk shall refer to the appeal for a hearing and action by the City Council. In the event of grievance filed, the effective date of license will be suspended until such date as City Council may make a ruling in the matter.

7. City Council will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decisions of the Port Director and Mayor at the next scheduled regular meeting of City Council following receipt of the notice of final appeal.

Freight Handling Permit (original issue)

1. If the applicant is qualified under the criteria established in **Sections II** and **III**, the Port Director may issue a Freight Handling Permit.

2. Notice of the issuance of a Freight Handling Permit by the Port Director shall be filed immediately in the Office of the City Clerk where it shall be available for public inspection.

3. The process for appealing Freight Handling Permit application decisions is the same as outlined in items 4 through 7 above.

The acceptance of a Stevedore License or Freight Handling Permit shall signify the consent of the licensee or permittee to be governed by the rules and regulations published in the Port of Pensacola Terminal Tariff filed electronically on the Port of Pensacola's website (www.portofpensacola.com) in accordance with the provisions of the Ocean Shipping Reform Act of 1998.

Each firm licensed under the Stevedore License or Freight Handling Permit in accordance with the provisions with this Policy is required, as a condition of the License or Permit, to establish a local telephone number for the purpose of communicating with representatives of the Port of Pensacola and/or prospective business clients.

SECTION V	**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT FEES (Effective: July 1, 2019)**	
	A separate License or Permits required for each category of business.	
	Stevedore License Fee	
	Initial Processing Fee or Reinstatement Fee (When License is Revoked)	$5,000.00
	Annual Renewal Fee	$1,000.00
	Freight Handling Permit Fee	
	Initial Processing Fee or Reinstatement Fee (When License is Revoked)	$2,500.00
	Annual Renewal Fee	$ 750.00
SECTION VI	**STEVEDORE LICENSE AND FREIGHT HANDLING PERMIT RENEWAL APPLICATION POLICY (Effective: January 15, 2015)**	

1. All applications for renewal shall be submitted to the Port Director at least 45 days prior to the expiration date of the License or Permit and shall be accompanied by the Annual Renewal Fee as applicable under Section V in this item. Upon receipt of the application for renewal, the Port Director shall review the licensee or permittee past performance; financial condition; tonnage contracted or sub-contracted; and such other matters as the Port Director deems appropriate. The Port Director may issue a renewal so that the applicant meets existing criteria. If the Port Director fails to grant a renewal, a public hearing before the Pensacola City Council may be held to appeal the renewal denied, if requested by the applicant.

2. The City Manager may revoke any Stevedore License or Freight Handling Permit after due notice if he finds misconduct, neglect of duty or other cause or complaint sufficient, in his opinion, to justify such revocation. In each instance, the licensee or permittee shall be granted a public hearing before Pensacola City Council, if so desired.

3. No Stevedore License or Freight Handling Permit shall be transferred or assigned or otherwise used by any person other than the named Licensee or Permittee without written approval by the City Manager in advance. All applications for transfer or assignment shall be submitted to the City Manager. Prospective transferee shall provide to the City Manager an application and other information as he may request. Any person, firm, corporation or other business entity acquiring a Stevedore License or Freight Handling Permit shall demonstrate proof of being trustworthy, ready, willing and able to perform stevedore or freight handling services and shall comply with the applicable provisions of this Policy. All license and permit holders shall report any change in names and addresses of individuals and/or firms in writing to the Port Director. Any change in ownership involving more than 20% ownership in a Stevedore License or Freight Handling Permit shall be reported to the Port Director within 30 days.

SECTION VII	**STEVEDORE LICENSE AND FREIGHT HANDLING INSURANCE (Effective: January 15, 2015) (C)**	

Upon Application of Stevedore License and Freight Handling Permit under Port of Pensacola's Terminal Tariff No. 5-A ITEM 241a "Insurance" and ITEM 241c "Stevedore and Freight Handler Insurance," the applicant shall furnish a bond or letter-of-credit in the penal sum of Ten Thousand Dollars ($10,000.00) payable to the City of Pensacola which shall guarantee the applicant's proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each applicant shall file a Certificate of Insurance evidencing insurance coverage in the form and amounts as delineated below. Applicable to both Stevedore Licenses and Handling Permits except as noted:

TYPE OF COVERAGE	LIMITS
Workman's Compensation	Statutory
Longshore and Harbor Workers	Statutory*
Stevedore Legal Liability (With City of Pensacola Listed as an Additional Insured)	$ 500,000.00
Employer's Liability	$ 500,000.00
Automobile	$1,000,000.00**
Commercial General Liability (With City of Pensacola Listed as an Additional Insured)	$1,000,000.00
Performance Bond/Letter of Credit	$ 10,000.00
Umbrella Coverage	To make up the difference between the policy limits of underlying policies and the total amount of coverage required.

NOTES

* Not Required for Freight Handling Permit

** Combined Single Limit Bodily Injury and Property Damage

Such policy or policies shall contain a clause stating that the Insurer will not cancel or change such insurance without first giving the City of Pensacola/Port of Pensacola thirty (30) days prior written notice of intent to so cancel or change. A copy of such policy or policies of insurance, or certificates of insurance so furnished shall certify that the policy or policies comply with the requirements thereof. Under the General Liability section, policy must show Port of Pensacola/City of Pensacola as additional insured.

The Stevedore Franchisee/Freight Handler shall also indemnify and hold harmless the City of Pensacola/Port of Pensacola, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents from any and claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury , property damage, including loss of use of property, or demurrage, and reasonable attorney's fees directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations whether arising solely out of the negligence of Stevedore Franchisee/freight Handler or not. This obligation shall not be limited by, or in any way, to any insurance coverage or by any provision in exclusion or omission from any policy of insurance.

The Stevedore Franchisee/Freight Handler also agrees to pay on behalf of the City of Pensacola/Port of Pensacola, as well as provide a legal defense for the City of Pensacola/Port of Pensacola, both of which will be done only if and when requested by the City of Pensacola/Port of Pensacola, for all claims as described in the above paragraph. Such payment on the behalf of the City of Pensacola/Port of Pensacola shall be in addition to any and all other legal remedies available to the City of Pensacola/Port of Pensacola and shall not be considered to be the City of Pensacola/Port of Pensacola's exclusive remedy.

	Cancellation of insurance or aforementioned bond or letter-of-credit shall be grounds for immediate revocation of Stevedore License or Freight Handling Permit.

APPLICATION – STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT
(Effective: July 1, 2019)

1.	APPLICANT:			
2.	LOCALMAILING ADDRESS:			
3.	MAILINGADDRESS OF CORPORATE HEADQUARTERS:			
4.	FORMOFBUSINESS ENTITY: (Check One)	□ Corporation □ Partnership □ Proprietorship		
5.	STATE OF INCORPORATION:		DATE OF INCORPORATION:	
6.	FLORIDA RESIDENTAGENT And ADDRESS:			
7.	TYPE OF LICENSEAPPLIED FOR: (Check One)	□ Stevedore Franchise □ Freight Handling Permit		
8.	Has applicant ever been refused a Stevedore Franchise, Freight Handling Permit, or Bond?			□ Yes □ No
9.	List previous business history, including dates and locations: (Use Additional Sheets if Necessary)			

Date	Previous Business History	Locations

10.	List names and addresses of all officers, directors, and stockholders of the corporation. If said firm is sole proprietorship or partnership, list principles and their addresses and percentage of ownership: (Use Additional Sheets if Necessary)			

Position	Name	Address	% of Ownership

11.	Has officer, director, stockholder, or partner of Applicant ever been convicted of a felony or entered a plea of nolo contender? If so, explain:	□ Yes □ No
12.	List advantages you believe your company can bring to the Port of Pensacola:	

13.	In support of this Application, please provide the following documents:

Ownership or availability of equipment essential to the performance of proffered service, and;

1. Insurance Certificates with City of Pensacola as additional insured (non-cancelable without 30 days' notice):

	TYPE	MINIMUM
□	Worker's Compensation Insurance	Statutory
□	Longshoreman &Harbor Works Act (Not Required for Freight Handling Permit)	Statutory
□	Employer's Liability Insurance (Including Jones Act)	$ 500,000
□	Stevedore's Legal Liability	$ 500,000
□	Commercial General Liability (Combined Single Limit Bodily Injury & Property Damage)	$1,000,000
□	Umbrella (To make up the difference between the policy limits of underlying policies and the total amount of coverage required	
2. Performance Bond or Letter of Credit		$ 10,000

3. Enclose check for applicable license:

	TYPE	AMOUNT
□	Stevedore Franchise License Initial Application or Reinstatement	$5,000.00
□	Stevedore Franchise License Renewal	$1,000.00
□	Freight Handling Permit Initial Application or Reinstatement	$2,500.00
□	Freight Handling Permit Renewal	$ 750.00

4. Financial Statements – Last two (2) years; Audited Preferred

14.	Please write a narrative explaining as to why the Applicant is qualified to hold a Stevedore Franchise or Freight Handling Permit with the Port of Pensacola (Attach as a Separate Piece of Paper).
15.	If Applicant is owned by a holding company, list names and addresses of all officers stockholders and directors of the holding company and percentage of ownership.

Position	Name	Address	% of Ownership

16.	Does Applicant have any affiliated or subsidiary companies? If so, please list:	□ Yes □ No

Company Name:	Address:

17.	Provide any other information which Applicant thinks might be of value to the Port Director regarding this application (Use Separate Piece of Paper if Necessary).	
18.	Rules and Regulations Governing Stevedore/Freight Handling Operations at Port of Pensacola.	
	1.	The Stevedore Franchisee/Freight Handler shall exercise care in the performance of its operations in order to prevent injury or death to any person or damage or loss of property.
	2.	The Stevedore Franchisee/Freight Handler shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations.
	3.	The Stevedore Franchisee/Freight Handler shall conduct its business with all necessary labor and equipment and ensure efficient and expeditious handling practices or vessel loading and discharging operations, including the appointment of at least one qualified supervisor to be present at all times while vessels are loading or unloading. In addition to the qualified supervisor, at least one responsible officer or official representative (with authority to make all operating decisions concerning the stevedoring of vessels at the PORT OF PENSACOLA shall be available for contact by the Port at all times.
	4.	The Stevedore Franchisee/Freight Handler shall cooperate fully with the Port in all respects by: a) Advising in advance concerning the type of vessel to be loaded or unloaded; the estimated quantity of cargo to be loaded or unloaded; any special problems known in advance; b) Determining the equipment needed for the operation, and; c) Coordinating the sequence and timing of handling or loading/unloading operations for the convenience and efficiency of the PORT OFPENSACOLA;
	5.	The Stevedore Franchisee/Freight Handler shall promptly restore terminal working areas to a safe and orderly condition upon completion of handling or stevedoring operations.
	6.	The Stevedore Franchisee/Freight Handler shall comply with all rules and regulations contained in the PORT OF PENSACOLA Terminal Tariff No. 5-A and any revisions or re-issues thereof.
	7.	The Stevedore Franchisee/Freight Handler shall observe and operate in accordance with all laws, ordinances, rules and regulations applicable in any area within the jurisdictional limits of the CITY OF PENSACOLA. Additionally, the Stevedore Franchisee/Freight Handler shall conduct, observe, operate and comply with rules and regulations promulgated by the Port Director with respect to activities on Port property including, but not limited to: a) Parking or driving; b) Operation of heavy equipment and protection of property, and; c) Servicing or repairing equipment;

	8.	The Stevedore Franchisee/Freight Handler shall furnish Certificates of Insurance evidencing continuous coverage as delineated in ITEM 241a, ITEM 241c, and Section VII of Appendix A of this Tariff.
	9.	In the event the PORT OF PENSACOLA furnishes equipment for the exclusive use of the Stevedore Franchisee/Freight Handler (subject to conditions, availability and charges), such equipment shall be under the direction and control of the Stevedore Franchisee/Freight Handler and the Stevedore Franchisee/Freight Handler is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment except to the extent that such injuries or damages arise directly out of proven negligence by the PORT OF PENSACOLA. It is incumbent upon the Stevedore Franchisee/Freight Handler to make a thorough inspection and satisfy itself as to the physical condition and capacity of the equipment, as well as the competency of the operator, if any; there being no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
	10.	It is agreed that all such equipment will be properly used by the Stevedore Franchisee/Freight Handler and not subject to abuse or more-than-normal wear and tear. If there is any such abuse or more-than-normal wear and tear, the Stevedore Franchisee/Freight Handler shall pay for the damage to such equipment.
	11.	Upon conclusion of the period of use, all such equipment shall be returned to the PORT OF PENSACOLA in the same condition as when received, normal wear and tear expected.
	12.	It shall be incumbent upon the Stevedore Franchisee/Freight Handler to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy itself that these are safe places for the access and the work to be performed. There is no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
	13.	It is understood and agreed that Stevedore Franchise/Freight Handler will defend, indemnify and hold harmless the City of Pensacola/Port of Pensacola for any and all demurrage and/or detention charges, including costs or attorney's fees, arising out of its freight-handling operations at the Port.

STATEMENT OF UNDERSTANDING

I attest that all information provided in this application is true and accurate to the best of my knowledge. Furthermore, I attest that I have read, understood and agree to be bound by all applicable sections of the Port of Pensacola Tariff No. 5-A and all its revisions and amendments, with particular attention to those items dealing directly with Stevedoring/Freight Handling operations.

Agreed to this_____day of 20_____.

BY:_____
(Authorized Representative – Notarized Signature Required)

_____
(Name of Firm)

Receipt Acknowledged:

_____ _____
(Port Director or Authorized Representative) (Date)

Terminal Tariff 5-A

Containing Rates, Charges, Rules and Regulations Applicable to Facilities at the

PORT OF PENSACOLA

(An Enterprise Department of the City of Pensacola)

Originally Issued: September 15, 2005

Revisions Effective: October 1, 2025

PORT OF PENSACOLA
TARIFF NO. 5-A
700 S. Barracks St.
Pensacola FL 32502

Issued by:
Lance Scott
Port Director
Telephone: 850-436-5070
Fax: 850-436-5076
Email: lscott@cityofpensacola.com

Reference Federal Maritime Commission Carrier List FMC1
Marine Terminal Operator Organization #002049

THE PORT OF PENSACOLA

PORT TERMINAL TARIFF 5-A

Table of Contents, Changes, Revisions & Re-Issues

ITEM	TITLE	PAGE	EFFECTIVE DATE
	SECTIONONE: DEFINITIONS		
100	Gulf Seaports Marine Terminal Conference	9	October 1, 2024
102	Agent or Vessel Agent	10	September 15, 2005
104	Apron, Apron Wharf, Wharf Apron	10	September 15, 2005
106	Arrival Date; Date of Arrival; Arrival	10	September 15, 2005
108	Berth	10	September 15, 2005
110	Bonded Storage	10	September 15, 2005
112	Checking	10	September 15, 2005
114	Container	10	September 15, 2005
116	Day	10	September 15, 2005
118	Dockage	10	September 15, 2005
120	End of Ship's Tackle	10	September 15, 2005
121	Escort	11	May 1, 2014
122	Escorting	11	May 1, 2014
123	Free Time	11	September 15, 2005
124	Freight Handler	11	September 15, 2005
126	GRT/LOA	11	September 15, 2005
128	Handling	11	September 15, 2005
130	Harbor Fee	11	September 15, 2005
132	Heavy Lift	11	September 15, 2005
134	Heavy Lift Cargo	11	September 15, 2005
136	Liner Service	11	September 15, 2005
138	Loading or Unloading	12	September 15, 2005
140	Marginal Tracks	12	September 15, 2005
142	Point of Rest	12	September 15, 2005
144	Port Director	12	September 15, 2005
146	Port of Pensacola	12	September 15, 2005
148	Sailing Date; Date of Sailing, Departure…	12	September 15, 2005
149	Secure Restricted Area	12	May 1, 2014
150	Shipside	12	September 15, 2005
151	Stevedore	12	September 15, 2005

152	Storage	13	September 15, 2005
154	Storage Period	13	September 15, 2005
156	Switching	13	September 15, 2005
158	Terminal Storage	13	September 15, 2005
159	Transportation Worker Identification Credential (TWIC)	13	May 1, 2014
160	Ton	13	September 15, 2005
162	Unitized Cargo	13	September 15, 2005
164	User	13	September 15, 2005
166	Vessel	13	September 15, 2005
168	Volume Rates	14	September 15, 2005
170	Wharf or Wharves	14	September 15, 2005
172	Wharf Demurrage	14	September 15, 2005
174	Wharfage	14	September 15, 2005
190	Explanation of Abbreviations…	15	December 15, 2006
192	Metric Conversion Table	16	September 15, 2005
194	Metric Equivalents	16	May 1, 2014
	SECTION TWO: GENERAL INFORMATION, RULES & REGULATIONS		
200a	Access – To Harbor	17	September 15, 2005
200b	Access – To Port Property	17	October 1, 2025
200c	Access – To Records	19	September 15, 2005
201	Administration	19	September 15, 2005
202	Anchorage	19	September 15, 2005
203	Anchorage, Turning Basin & Channel	19	September 15, 2005
205	Berth Assignments	19	May 1, 2014
206	Bonded Storage	20	July 1, 2019
208a	Cargo – Arriving or Departing in Railcars	20	September 15, 2005
208b	Cargo – Conditions Governing…	21	September 15, 2005
208c	Cargo – Handling, Receipt& Delivery	21	September 15, 2005
208d	Cargo – Heavy Lift	21	September 15, 2005
208e	Cargo – Non-Waterborne	22	October 1, 2025
208f	Cargo – Or Freight Likely to Damage…	22	September 15, 2005
208g	Cargo – Responsibility For	22	September 15, 2005
208h	Cargo – Scheduling Movement…	22	September 15, 2005
208i	Cargo – Disposition of Undelivered	23	September 15, 2005
209	Cargo Statement Required	23	September 15, 2005

210	Cargo Statement/Ship's Manifests	23	July 1, 2019
211	Change of Location of Vessels	24	September 15, 2005
212	Change of Ownership	24	September 15, 2005
213	Collision	24	May 1, 2014
214	Compliance with Governmental Regulations	24	September 15, 2005
215	Crane Operations on Port Property	24	September 15, 2005
218	Delivery Orders	25	September 15, 2005
219	Demurrage or Detention	25	September 15, 2005
220	Discharging Ballast, Refuse or Similar…	25	July 1, 2019
221a	Dockage – Basis of Charges	26	September 15, 2005
221b	Dockage – Duration	26	September 15, 2005
221c	Dockage – Unauthorized	26	September 15, 2005
221d	Dockage – Vessels Exempt From	27	September 15, 2005
222	Dock Receipts	27	September 15, 2005
224	Emergency Ship Movement Policy	27	July 1, 2019
225	Environmental Matters	28	May 1, 2014
226a	Facilities – Berthing	28	July 1, 2019
226b	Facilities – Bunkering	29	September 15, 2005
226c	Facilities – Damage To	29	July 1, 2019
226d	Facilities - Space Assignments	29	October 1, 2025
226e	Facilities – Transit Cargo Sheds	30	October 1, 2025
228a	Free Time – Computation Of	31	October 26, 2023
228b	Free Time – Disposition of Cargo After…	31	September 15, 2005
228c	Free Time	31	July 1, 2019
228d	Free Time – And Storage During Work Stoppage or Interruption	32	September 15, 2005
228e	Free Time - Non Waterborne Cargo	32	May 1, 2014
230	Fumigation Requirement	32	September 15, 2005
232	General Restrictions and Limitations	33	September 15, 2005
233	Ground Rubber Tire Additives	33	September 15, 2005
234	Guns; Explosives; Other Hazardous…	33	September 15, 2005
235	Harbor Channel	33	September 15, 2005
236	Harbor Safety	33	September 15, 2005
237	Holidays	34	October 26, 2023
239	Intracoastal Waterway	34	September 15, 2005
240	Indemnification and Hold Harmless	34	September 15, 2005
241a	Insurance	35	January 1, 2015
241b	Insurance – Cargo	35	September 15, 2005

241c	Insurance – Stevedores & Freight Handlers	36	September 15, 2005
242	Inventory, Requirements For	36	July 1, 2019
243	Leasing of Real Property	37	February 1, 2021
244	Lessees' and Renters' Responsibility	37	September 15, 2005
245	Liability: Exculpatory Provision	37	September 15, 2005
246	Liability and Payment of Charges	37	July 1, 2019
247	Location	39	July 1, 2019
248	Loitering on Premises	39	September 15, 2005
249	Loss Control and Safety	39	September 15, 2005
252	Minimum Billing Charges	39	October 1, 2025
253	NPDES	39	October 20, 2009
254	Normal Working Hours	40	September 15, 2005
256	Oily Waste Disposal…	40	October 1, 2024
258	Pallet Rental and Usage	41	September 15, 2005
259	Permit and Franchise Fees	42	July 1, 2019
260	Pilot Service	42	October 26, 2023
261	Potable Water	42	September 15, 2005
262	Project Cargo Rates and Rates for Special Services	42	September 15, 2005
264	Radio Equipment	42	October 1, 2024
265a	Railcars – Door Widths	42	July 1, 2019
265b	Railcars – Placing, Loading & Unloading	42	September 15, 2005
266	Railroads	43	September 15, 2005
267	Requirement to Work Overtime	43	September 15, 2005
268	Responsibility for Loss or Damage	43	September 15, 2005
269	Right to Refuse Cargo	43	September 15, 2005
270	Shippers' Requests and Complaints	44	September 15, 2005
271	Shut-Out Cargo	44	September 15, 2005
272	Signs	44	September 15, 2005
273	Smoking	44	September 15, 2005
274	Special Services	44	September 15, 2005
275	Stevedores, Freight Handlers & Steamship Agents	44	October 1, 2025
276	Stevedore License or Freight Handling Permit	46	October 1, 2025
277a	Storage Invoices	46	July 1, 2019
277b	Storage, Staging and Assembly of Non Cargo and Materials	47	May 1, 2014
278	Storm Protection	47	September 15, 2005
279	Substitution of Vessels	47	September 15, 2005
282a	Tariff – Application & Interpretation	48	May 1, 2014
282b	Tariff – Consent to Terms	48	September 15, 2005
283	Tides	48	September 15, 2005
284	Traffic Via Motor Carrier	48	September 15, 2005
285	Trespassing	48	September 15, 2005
286	Tug Service	49	April 19, 2024
288a	Vessel(s) – Speed	49	September 15, 2005
288b	Vessel(s) – To Vacate	49	July 1, 2019

288c	Vessel(s) – Lights at Night	50	July 1, 2019
288d	Vessel(s) – Manning & Mobile Condition	50	July 1, 2019
288e	Vessel(s) – Mooring	50	September 15, 2005
288f	Vessel(s) – Movements, Regulation of	50	September 15, 2005
288g	Vessel(s) – Nuisance Created by	51	September 15, 2005
288h	Vessel(s) – Subject to Pilotage	51	September 15, 2005
292	Weighing	51	February 15, 2009
293	Wharf Cleaning	51	July 1, 2019
294	Wharf Obstruction	52	July 1, 2019
295	Wharf/Terminal Lights; Transit Shed Use	52	October 1, 2025
296a	Wharfage – Earned	52	September 15, 2005
296b	Wharfage – Rate for Cargo Moving Directly Between Water and Water Carrier	52	September 15, 2005
296c	Wharfage – Rate for Transshipment Cargo	52	September 15, 2005
	SECTION THREE: WHARFAGE, LOADING & UNLOADING RATES		
300	Articles Not Otherwise Specified	53	October 1, 2025
302	Aluminum	53	October 1, 2024
306	Bagged Products	53	October 1, 2024
308	Beverages	54	October 1, 2024
310	Bulk Materials, Dry	54	October 1, 2025
312	Cotton or Cotton Linters	54	October 1, 2024
314	Iron and Steel Articles	54	October 1, 2025
316	Lime	55	October 1, 2024
318	Lumber, Veneer or Forest Products	55	October 1, 2025
320	Magnesite, - Dead Burnt or Calcined	56	October 1, 2024
322	Metal or Alloy	56	October 1, 2024
324	Paper and Paper Articles, Wood Pulp	56	October 1, 2025
326	Rubber	56	October 1, 2024
328	Vegetable Oils	57	October 1, 2025
330	Vehicles	57	October 1, 2024
	SECTION FOUR: GENERAL CHARGES		October 1, 2024
400	Dockage Rates	58	October 1, 2025
404a	Franchise Fees – Handling General License	59	October 1, 2025
404b	Franchise Fees – Stevedores	59	October 1, 2025
408	Harbor Fees	60	October 1, 2025
410	Line-Handling	60	July 1, 2019
412	Pilot Boat Fees	60	October 1, 2022
414	Facility Maintenance Fees	60	October 1, 2025
420	Passenger Wharfage Rates	60	October 1, 2025

426	Railcar Shunting	61	July 1, 2019
428	Railcar Storage	62	June 23, 2007
429	Rail Track Usage & Maintenance Fee	63	October 1, 2025
430	Schedule of Miscellaneous Labor Rates and Rental Charges	63	October 1, 2025
434	Security Surcharge	58	October 1, 2025
436a	Item Previously Deleted / Number Reserved	59	
436b	Storage Charges – For All Commodities	59	October 1, 2025
440	Water	65	October 1, 2024
442	Water Hose Rental	59	October 1, 2025
443	Public Marinas	60	May 1, 2023
444	Security Cost Share Program	61	October 1, 2025
445	Utilities Cost Share Program	62	October 1, 2025
446	Insurance Cost Share Program	62	October 1, 2025
	SECTIONFIVE: CONTAINERS		
500	Container Point-of-Rest	62	September 15, 2005
502	Handling of Containers	62	September 15, 2005
504	Interim Parking Area	62	September 15, 2005
506	Marshaling Yard	62	September 15, 2005
508	Receiving or Delivering Containers	62	September 15, 2005
510	Re-Handling Containers	62	September 15, 2005
512	Relocation of Empty Containers	62	September 15, 2005
514	Segregation of Containers	63	September 15, 2005
516a	Receiving of Containers - From Inland Carrier	63	September 15, 2005
516b	Receiving of Containers – Having Damage or Variances…	63	September 15, 2005
518	Delivery of Container to Inland Carrier	63	September 15, 2005
520	Transfer of Containers Between Vehicular Conveyances	63	September 15, 2005
522	Containers Loaded in Excess of Rated Capacity	63	September 15, 2005
524	Charges for Container Services During Other-Then-Normal Working Hours	64	September 15, 2005
528a	Free Time – Import Containerized Traffic	64	September 15, 2005
528b	Free Time – Export Containerized Traffic	64	September 15, 2005
532	Rates and Charges; Containerized Traffic	65	October 1, 2025
534	Container Storage	65	October 1, 2025
	SECTION SIX: FOREIGNTRADE ZONE NO. 249		
600	Role of the Port of Pensacola	65	October 1, 2024
602	Site Descriptions	65	February 1,2021
604	Zone Schedule Incorporated by Reference	65	September 15, 2005

606	Operator Required	65	September 15, 2005
608	Payment of Charges	65	September 15, 2005
	APPENDIX A: **STEVEDORE FRANCHISE LICENSE** **AND FREIGHT HANDLING PERMIT**		
I	Stevedore License or Freight Handling Permit – General	66	September 15, 2005
II	Application for Stevedore License or Freight Handling Permit	66	September 15, 2005
III	Consideration	68	September 15, 2005
IV	Issuance of License or Permit and Renewals	70	September 15, 2005
V	Fees	72	July 1, 2019
VI	Stevedore License and Freight Handling Permit Renewal Application Policy	73	September 15, 2005
VII	Stevedore & Freight Handling Insurance	74	September 15, 2005
	APPLICATION	75	July 1, 2019

SECTION ONE – DEFINITIONS

ITEM #:	DEFINITION
100	**GULFSEAPORTS MARINE TERMINAL CONFERENCE** **(Effective: October 1, 2024)**

GULF SEAPORTS MARINE TERMINALCONFERENCE
FEDERALMARITIME COMMISSION AGREEMENTNO. 224-200163
APPROVED DECEMBER 2, 1988
PARTICIPATING MEMBERS:

1. Port of New Orleans
2. Lake Charles Harbor and Terminal District
3. Port of Greater Baton Rouge
4. Orange County Navigation and Port District
5. Mississippi State Port Authority
6. Port of Beaumont, Texas
7. Port of Houston Authority
8. Board of Trustees of the Galveston Wharves
9. Alabama State Docks
10. Port of South Louisiana
11. Brownsville Navigation District
12. Port of Port Arthur
13. Jefferson County, Texas
14. Tampa Port Authority
15. Panama City Port Authority
16. Port of Pensacola
17. Port of Freeport
18. Port of Pascagoula, Pascagoula, Jackson County Port Authority
19. Manatee Port Authority
20. St. Bernard Port, Harbor and Terminal District
21. Plaquemines Port, Harbor, and Terminal District

Notice: The Gulf Seaports Marine Terminal Conference Agreement permits the participating members to discuss and agree upon port terminal rates, charges, rules, and regulations. Any such rates, charges, rules, and regulations adopted pursuant to said agreement, shall be published in the respective tariffs of said members and so identified by proper Symbol and explanation.

SHIPPER'S REQUESTS AND COMPLAINTS: Shippers, or other users of the facilities and services of the members of said conference, desiring to present requests or complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said Conference agreement, should submit the same, in writing, to the chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or

	complaint, the Conference Chairman will so advise by mail. The said chairman will notify such shipper or complainant of the docketing of the matter and the date and time of the proposed meeting, and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting. **Alex King, Port of Panama City Executive Director**
102	**AGENT OR VESSEL AGENT** **(Effective: September 15, 2005)**
	The party or entity which submits the application for berth.
104	**APRON, APRON WHARF, WHARF APRON** **(Effective: September 15, 2005)**
	That part of the wharf structure lying between the outer edge of the guard rail and the transit shed; or, as to open wharves, that part of the wharf structure carried on piles beyond the fill.
106	**ARRIVAL DATE; DATE OF ARRIVAL; ARRIVAL** **(Effective: September 15, 2005)**
	The date and time at which a vessel arrives at the Port of Pensacola and is moored at her berth.
108	**BERTH** **(Effective: September 15, 2005)**
	The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.
110	**BONDED STORAGE** **(Effective: September 15, 2005)**
	Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by United States Customs.
112	**CHECKING** **(Effective: September 15, 2005)**
	The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.
114	**CONTAINER** **(Effective: September 15, 2005)**
	A standard (I.S.O.) seagoing container 20 feet in length or over.
116	**DAY** **(Effective: September 15, 2005)**
	A consecutive 24-hour period or fraction thereof.
118	**DOCKAGE** **(Effective: September 15, 2005)**
	The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.
120	**END OF SHIP'S TACKLE** **(Effective: September 15, 2005)**
	Wherever in this tariff the term end of ship's tackle is used, it means that immediate moment in time that a container or cargo is on hook or gear of ship or stevedore simultaneous with fastening of the container or cargo to or release of the container or cargo from the hook or gear.
121	**ESCORT** **(Effective: May 1, 2014)** An individual who has been issued a TWIC, who engages in escorting, as defined, and who assumes the responsibility for accompanying authorized non-TWIC holder(s) into a Secure Restricted Area.

122	**ESCORTING** **(Effective: May 1, 2014)**
	Ensuring that the escorted individual is continuously accompanied while within a Secure Restricted area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those of which escorted access was granted.
123	**FREE TIME** **(Effective: September 15, 2005)**
	The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the unloading or subsequent to the discharge of such cargo on or off the vessel.
124	**FREIGHT HANDLER** **(Effective: September 15, 2005)**
	As used in this tariff, the term freight handler refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physical loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges.
126	**GRT/LOA** **(Effective: September 15, 2005)**
	Whenever used in this tariff with respect to a vessel the term "GRT" means the tonnage figure, or if more than one, the highest tonnage figure, appearing in Lloyd's Register of Shipping as the official gross registered tonnage of the vessel; "LOA" designation refers to the length overall of a vessel as reflected in Lloyd's Register of Shipping.
128	**HANDLING** **(Effective: September 15, 2005)**
	The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.
130	**HARBOR FEE** **(Effective: September 15, 2005)**
	The charge assessed against a vessel for use of the harbor and waterways of the port.
132	**HEAVY LIFT** **(Effective: September 15, 2005)**
	The service of providing heavy lift cranes or equipment for lifting cargo.
134	**HEAVY LIFT CARGO** **(Effective: September 15, 2005)**
	A single unit of cargo exceeding a weight of 75,000 pounds.
136	**LINER SERVICE**
	(Effective: September 15, 2005)
	Vessels making regularly-scheduled calls for the receipt and delivery of cargo or passengers at this port.
138	**LOADING OR UNLOADING** **(Effective: September 15, 2005)**
	The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of conveyance to or from the terminal facility. All loading and unloading rates contained in this tariff are exclusive of any securing, blocking and/or bracing required to be performed by the cargo handling permittee.
140	**MARGINAL TRACKS** **(Effective: September 15, 2005)**
	Railroad tracks on the wharf apron within reach of ship's tackle.

142	**POINT OF REST** **(Effective: September 15, 2005)**
	The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shipper for loading of vessel.
144	**PORT DIRECTOR** **(Effective: September 15, 2005)**
	As used in this tariff, the term port director includes the port director's duly-authorized representative.
146	**PORT OF PENSACOLA** **(Effective: September 15, 2005)**
	As used in this tariff, the term Port of Pensacola includes, when applicable, the City of Pensacola as the port's parent agency and/or the Pensacola City Council as the ort's governing body.
148	**SAILINGDATE; DATE OF SAILING; DEPARTURE DATE** **(Effective: September 15, 2005)**
	The date and time at which a vessel releases her final mooring line and is underway.
149	**SECURE RESTRICTED AREA** **(Effective May 1, 2014)**
	The area over which an owner/operator has implemented security measures for limited access and a higher degree of security protection.
150	**SHIPSIDE** **(Effective: September 15, 2005)**
	The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.
151	**STEVEDORE** **(Effective: September 15, 2005)**
	As used in this tariff, "stevedore" includes persons, firms, corporations, or other business entities and their subsidiaries engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary experience to load and unload said commercial cargo vessels and/or barges.
152	**STORAGE** **(Effective: September 15, 2005)**
	A charge assessed for providing storage in or upon designated areas of the wave, transit sheds and terminal facilities owned or operated by the Port of Pensacola after expiration of free time.
154	**STORAGE PERIOD** **(Effective: September 15, 2005)**
	A period of storage based on each 30 days or fraction thereof unless otherwise specified.
156	**SWITCHING** **(Effective: September 15, 2005)**
	A charge made for the movement of cars within the switching limits of the terminal, made usually on a flat per car basis.
158	**TERMINAL STORAGE** **(Effective: September 15, 2005)**
	The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.

159	**TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC)** **(Effective: September 15, 2005)**
	A government issued biometric; photoidentification card issued to qualified individuals only after a criminal background check has been completed. This card is required for any individual to gain unescorted authorized access to the secure areas of a vessel or facility regulated by 33 CFR 101-105.
160	**TON** **(Effective: September 15, 2005)**
	Unless otherwise specified in individual tariff items, the term ton as used in this tariff is equal to a short ton of 2,000 pounds or a measurement ton of 40 cubic feet, whichever results in the greatest revenue to the port.
162	**UNITIZED CARGO** **(Effective: September 15, 2005)**
	Shipments of commodities – whether pre-palletized, skidded, crated, boxed or packaged – to permit free access of forklift tines.
164	**USER** **(Effective: September 15, 2005)**
	A user of the terminal facilities owned, leased, and/or controlled by the Port of Pensacola shall include any vessel, consignor, consignee, beneficial owner of cargo , stevedore firm, or other person: (1) who uses any Port of Pensacola properties, facilities or equipment; or (2) to whom or from whom any service, work or labor is furnished, performed, done or made available by the Port of Pensacola at the port; or (3) who owns or has custody of cargo moving over the port.
166	**VESSEL** **(Effective: September 15, 2005)**
	Every description of water craft or other artificial contrivance whether self-propelled or not self-propelled, used or capable of being used as a means of transportation on water and shall include in its meaning the owner thereof.
168	**VOLUME RATES** **(Effective: September 15, 2005)**
	Volume rates will be based on equal rates for equal volumes for all exporters or importers. Volume rates will be quoted upon request.
170	**WHARF OR WHARVES** **(Effective: September 15, 2005)**
	Any wharf, pier, quay, landing or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas alongside of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution or handling of cargo.
172	**WHARF DEMURRAGE** **(Effective: September 15, 2005)**
	A charge assessed against cargo remaining in or on terminal facilities after the expiration of free-time unless arrangements have been made for storage.
174	**WHARFAGE** **(Effective: September 15, 2005)**
	A charge assessed against any cargo passing or conveyed over, onto or under wharves or between vessels (to or from barge, lighter or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is due even if cargo is not handled to or from a vessel, and whether or not the wharf is used. Wharfage does not include charges for any other services.

190	EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS USED IN TARIFF (Effective: September 15, 2005)	
	$	Dollars
	%	Percent
	BBL	Barrel
	(C)	Change in wording resulting in neither an increase nor reduction in charges
	Cont'd	Continued
	Cu. Ft.	Cubic feet
	CWT	Hundredweight
	DHS	U.S. Department of Homeland Security
	ETA	Estimated time of arrival
	ETD	Estimated time of departure
	FMC	Federal Maritime Commission
	FTZ	Foreign Trade Zone
	GRT	Gross registered ton
	GSMTC	Rate Adopted in Accordance with Official Action of the Gulf Seaports Marine Terminals Conference
	(I)	Increase in rate
	ISO	International Standardization Organization
	LBS	Pounds
	LOA	Length overall
	MIN	Minimum
	MISC	Miscellaneous
	MFB	Thousand board feet
	MT	Metric ton
	(N)	New item or addition
	NO	Number
	NOS	Not otherwise specified
	O/T	Other than
	(R)	Reduction in rate
	SFTB	Southern Freight Traffic Bureau
	Sq. Ft.	Square Feet
	UFC	Uniform freight classification
	USCG	United States Coast Guard
	Wt.	Weight

192	METRIC CONVERSION TABLES (Effective: September 15, 2005)		
	TO FIND	**GIVEN**	**MULTIPLY**
	Short Tons	Metric Tons	Metric Tons by 1.102
	Metric Tons	Long Tons	Long Tons by 1.016
	Long Tons	Metric Tons	Metric Tons by 0.984
	Kilos	Pounds	Pounds by 0.4536
	Pounds	Kilos	Kilos by 2.2046
	Cubic Meters	Measurement Tons	Tonsby 1.133
	Measurement Tons	Cubic Meters	Cubic Meters by 0.883

	MFB's	Cubic Meters	Cubic Meters by 0.424

194	**METRIC EQUIVALENTS** **(Effective: May 1, 2014)**	
	Measure	**Metric Equivalent**
	1 Pound	0.4536 Kilograms
	1 CWT (US - 100 Pounds)	45.359 Kilograms or 0.04536 Metric Tons
	1 CWT (British - 112 Pounds)	50.802 Kilograms or 0.0508 Metric Tons
	1 Ton of 2000 Pounds	907.2 Kilograms
	2 Metric Ton	1,000 Kilograms
	1 Inch	2.54 Centimeters
	1 Foot	0.3048 Meters
	1 Yard	0.9144 Meters
	1 Cubic Foot	0.0283168 Cubic Meters
	40 Cubic Feet	113.27 Cubic Meters
	1 Bushel Grain	27.216 Kilos
	1 Barrel (US - 42 Gallons)	158.987 Liters
	Measure	**English Equivalent**
	1 Kilogram	2.2046 Pounds
	1000 Kilograms	2204.6 Pounds or 1.1023 Short Tons
	1 Centimeter	0.3937 Inches
	1 Meter	39.37 Inches
	1 Cubic Meter	35.314 Cubic Feet
	1,000 Feet, Board Measure	83.333 Cubic Feet
	1 Cubic Meter	423.792 Feet, Board Measure

Terminal Tariff 5-A

SECTION TWO – GENERAL INFORMATION, RULES AND REGULATIONS

200a	**ACCESS - TO HARBOR** **(Effective: September 15, 2005)**
	Notwithstanding any other provision of this Tariff, the Port Director may refuse entry of any vessel to the Port of Pensacola when, in his discretion, such refusal shall be in the best interest of the Port of Pensacola.
200b	**ACCESS - TO PORT PROPERTY** **(Effective: October 1, 2025)**
	The Port of Pensacola is designated as a "Secure Restricted Area," which includes all land, facilities, buildings and offices; open and covered cargo-storage areas; cargo sheds; all docks, including their entry and exit ways; all equipment, machinery, railroad rights-of-way, and roadways which are owned, controlled or operated by the Port. In effect, the "Restricted Area" is all property south of the main entrance to the port located on Barracks Street. Access Control Policies for the Port of Pensacola are developed in accordance with federal guidelines, and any amendments to these laws. The Port of Pensacola Seaport Security Plan establishes all guidelines for access to the "Secure Restricted Area." This plan is maintained by the Seaport Security Administrator.

All STEVEDORES, FREIGHTHANDLERS, INDUSTRIALVENDORS, PEDDLERS, CASUALVENDORS, DAY LABORERS, and SHIPS' CREW MEMBERS AND OTHER SEAGOING PERSONNEL are subject to access control procedures identified in the Seaport Security Plan.

"Industrial vendors" includes vessel agent; line-handling contractors, ship chandlers; fuel and bunkering merchants servicing vessels; radio- and related electronic-repair firms servicing vessels; ship-repair firms; certified for-hire motor carriers of property and passengers, including licensed taxicabs; non-profit maritime support organizations; and construction contractors.

It shall be unlawful for any person or firm to conduct or carry out any business activity on the Port of Pensacola property without first obtaining the necessary licenses from the City of Pensacola.

TWIC & TWIC ESCORT POLICY:

In accordance with U.S. Coast Guard regulation CFR § 101.514 TWIC Requirement and CFR § 101.515 TWIC/Personal Identification, all persons requiring unescorted access to secure restricted areas of facilities regulated by the USCG must possess a Transportation Worker Identification Credential (TWIC) before such access is granted. Persons requesting access to Port of Pensacola facilities who do not have a TWIC must make advance arrangements for escorting by a person holding a valid TWIC who has been approved for access to Port facilities and who has been granted escorting privileges. Such escorting must be side-by-side or line of sight for the duration of the visit. Details of the current Port escort policy may be obtained from the Port Administration Office. It is the port user's responsibility to make sure they are following these regulations.

Escorts by Port of Pensacola personnel may be provided when suitable personnel are available, and at the sole discretion of the Port, at a rate of ~~$50.00~~ $51.50 per hour (or part) with a minimum charge of ~~$50.00~~ $51.50 per individual escort. The Port of Pensacola makes no representation that escorts will be available for the duration of their visit.

~~Only checks, cash, or money orders are acceptable payment methods (billing/invoicing is not authorized).~~

RESPONSIBILITY FOR PERSONAL INJURY, DEATH, OR LOSS AND DAMAGE TO PERSONAL PROPERTY:

Except for personal injury, death or loss and damage to personal property caused by its own liability, the Port of Pensacola will not be responsible for personal injury, death or loss and damage to personal property of persons granted permission to enter upon Port property as provided in this ITEM. Persons who are granted permission to enter upon Port property as provided in this ITEM agree to defend, indemnify and save harmless the Port of Pensacola from and against all losses, claims, demands and suits for losses and damages to property, death and personal injury, including court costs and attorney's fees, incident to or resulting from their entry upon Port of Pensacola property.

OPERATION OF MOTOR VEHICLES ON PORT PROPERTY:

Vehicular Access Control procedures are outlined in the Port of Pensacola Seaport Security Plan, which is maintained by the Seaport Security Administrator.

If, in the judgment of the Port, the use, driving, operation or parking of a vehicle does, will or could interfere with the efficient or safe operations of Port property, designated Port representatives, including Port security personnel, may order such vehicle or vehicles out of the area of interference or off Port property.

The Port may order the removal of vehicles not in compliance with this provision with all towing and storage at the owner's expense.

No vehicles shall be driven closer than 100 feet to any vessel handling flammable cargo or materials without specific permission from the Port Director.

Parking areas within the Secured Area are designated with signs. Vehicles entering the Secured area should be directed by security officers to park in one of the Secured parking areas. Vehicles may ONLY access docks if it is necessary to park in these areas. The primary Port parking area is situated outside of the fenced Port Secured Area, north of the administration building. Parking for vehicles authorized in the Port's Secured Area is for personnel with an essential need. Parking within the seaport is restricted.

Parking for employees, dock workers, and visitors is restricted to designated areas, off dock and outside of fenced operational, cargo handling, and designated storage areas (unless they have an essential need to park in a non-designated area). Parking for vehicles authorized on port grounds is restricted largely to port authority, carrier, tenants, maintenance, commercial and government vehicles which are essential within the seaport or marine terminal. Parking for these vehicles is restricted to clearly mark designated parking areas within the perimeter of the port.

No unaccompanied baggage is accepted at this facility at any time.

SEARCHES:

All vehicles entering the Port are subject to search.

ENTERING the Port: If the driver of a vehicle refuses to permit a search, access will be denied.

EXITING the Port: If the driver of a vehicle refuses to permit a search, local law enforcement will respond and conduct the search. The individual will also be placed on the "Revocation Roster" and banned from accessing the Port for a time specified by the Port Director.

PROHIBITED ITEMS:

Except as otherwise authorized by applicable law or written approval, all persons entering Port of Pensacola property are prohibited from possessing the following items while on Port property, including within secure and restricted areas as defined by 33 CFR Part 105 and the Facility Security Plan:

- Firearms of any type, subject to the provisions of Florida Statute § 790.251 and any applicable federal law
- Dangerous weapons including, but not limited to, knives, explosives, or devices deemed a threat to safety or security
- Alcoholic beverages, unless explicitly approved (see exceptions below)
- Illegal drugs, narcotics, or controlled substances not lawfully prescribed

Persons found to be in possession of prohibited items may be subject to removal from Port property, referral to law enforcement, arrest, and/or confiscation of the items by appropriate authorities.

EXCEPTIONS

• FIREARMS:
Only the following individuals may carry firearms on Port property:

- Uniformed Port security personnel licensed under Florida Class G standards
- Sworn law enforcement officers (local, state, or federal) in the performance of official duties

	• Federal officials required to carry firearms as part of their duties, in accordance with MTSA and 33 CFR § 101.514(c) All other individuals are prohibited from carrying firearms unless otherwise authorized by law. • ALCOHOLIC BEVERAGES: As defined by Florida Statutes Chapters 561.01 and 561.02, possession or use of alcoholic beverages on Port property is prohibited unless one of the following applies: • Vessel Crewmembers may bring alcoholic beverages aboard their vessel, provided the vessel's Master or authorized representative has communicated prior approval to the Port Director or their designee. • Port Tenants may store or serve alcoholic beverages within leased premises for private use, subject to written approval from the Port Director. • Special Events may be permitted to serve or sell alcohol, contingent upon written approval by the Port Director and provision of Special Event Insurance with Liquor Liability Coverage, if applicable.
200c	**ACCESS - TO RECORDS** **(Effective: September 15, 2005)**
	All users of the Port of Pensacola facilities and waterways shall be required to permit access to their files, manifests of cargo, transportation documents, charter parties, contracts of affreightment, and all other documents for the purpose of audit, determining fulfillment of vessel obligations and compliance with Port Tariff requirements, and for ascertaining the correctness of reports filed, documents furnished, and assessment of published charges. Any such information so acquired shall not be disclosed to any unauthorized person other than member of the Porto Pensacola or its staff in carrying out official duties.
201	**ADMINISTRATION** **(Effective: September 15, 2005)**
	The administration, operation, maintenance and development of the Port of Pensacola are under the direction and control of the Port Director, but certain operating responsibilities have been delegated to stevedore firms.
202	**ANCHORAGE** **(Effective: September 15, 2005)**
	Pensacola Bay offers a safe natural harbor with good holding ground.
203	**ANCHORAGE, TURNING BASIN AND CHANNEL** **(Effective: September 15, 2005)**
	No person, firm or corporation, whether as principal, servant, agent, employee or otherwise, shall anchor any vessel at the Port of Pensacola or in shipping channel, except in cases of emergency.
205	**BERTH ASSIGNMENTS** **(Effective: May 1, 2014)**
	No vessel (vessels in duress or distress accepted) shall enter the Port of Pensacola without having first made assignment and without such assignment having been granted. Applications for berth assignment must specify arrival and departure times and dates and the nature and quantity of freight, if any, to be loaded or discharged. The Berth Application Request should be made as far advance as practical, but not less than 72 hours prior to the time of docking. All vessels must provide a firm 24-hour Estimated Time of Arrival (ETA). The Port of Pensacola requires that all ships be represented by an agent, owner or charterer of the vessel. All agents requesting berth space for a vessel and or representing a vessel while it is in the Port must be approved by the Port of Pensacola. As part of its application for berth, the vessel, its owners or agents shall advise the Port of Pensacola of the PROTECTION AND INDEMNITY ASSOCIATION (P & I CLUB) which affords the vessel indemnity coverage, as well as the name and telephone number of the local legal representative thereof who is knowledgeable with

	regard to such coverage. Any vessel that does not conform with the 72-hour berth application or the 24-hour ETA requirements and such vessel conflicts with berth assignments previously made may be assigned to an alternate berth or, alternatively, await the vacancy of a preferred berth. All working vessels--including coastwise or foreign sea-going barges; but not including internal barge movements--will be assigned berth facilities by the Port Director on a "first-come, first served" basis. At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels not engaged in commerce may make application to the Port Director for a berth; specifying the date and time of arrival, sailing date and all such vessels are subject to all applicable port rules, regulations and charges. Should such vessels not have a licensed agent, the Port may at its discretion act as the vessel's temporary agent and assign the agent's fee in the amount of $150.00 for each 30-day period, in addition to the dockage charge. Additionally, the Port Director reserves the right to assign berths for the best utilization of the Port facilities. The Port Director reserves the right to refuse entry to any vessel carrying explosives or hazardous cargo or determined to be hazardous or not in seaworthy condition. No vessel will be allowed to remain idle in berth if other vessels are awaiting berthage and prepared to work; except as otherwise provided for in existing leases or agreements. ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.
206	**BONDED STORAGE** **(Effective: July 15, 2019)**
	Bonded storage can be made available at the Port of Pensacola through prior arrangement with a licensed general cargo stevedore.
208a	**CARGO - ARRIVING AT THE PORT OR DEPARTING FROM THE PORT IN RAILCARS** **(Effective: September 15, 2005)**
	Within twenty four (24) hours of the departure of cargo via rail bound for the Port of Pensacola, the shipper or consignee must provide written notification to the Port Director or his designee of the car numbers, car contents and estimated time of arrival of the cargo at the Port. All shippers or consignees shall be required to furnish and/or permit access to any electronic railcar tracking files or programs for cargo destined for the Port of Pensacola by rail. If upon arrival at the Port, there is insufficient space in the Port facilities to handle the cars, or for other reasons the receipt of such railcars will interfere with Port operations, the railcars shall be held at the terminating rail carrier's rail yard subject to demurrage payable by the shipper/consignee/vessel or agent thereof. Railcars with cargo arriving at the Port before the scheduled arrival date, as supplied by the shipper or consignee, will be handled on a space-available basis only. The Port of Pensacola reserves the right and privilege to hold such railcars out of the Port until the scheduled arrival date, with all demurrages for the account of the shipper/consignee. It is the obligation of the shipper/consignee to arrange for space allocation with the Port of Pensacola and for loading/unloading of cargo (freight handling) with their freight handler prior to shipping of cargo.

208b	**CARGO - CONDITIONS GOVERNING RECEIPT, PLACEMENT AND HANDLING** **(Effective: September 15, 2005)**
	Transit sheds and open terminal facilities are provided only for the temporary placement of waterborne cargo prior to final disposition and for the assembling and expediting of waterborne commerce at the Port of Pensacola. The acceptance of cargo is at the option and discretion of the Port Director and application for space and handling must be made in advance of the arrival of the cargo and vessel. No cargo will be received or handled without consignment to a specific vessel booked for berthing at the terminal facilities. Any cargo left in or on Port of Pensacola terminal facilities or premises in excess of free time will be subject to storage charges in addition to any other charge published herein. The Port Director reserves the right to order cargo sent to a commercial storage facility at the expense and risk of the owner (reference ITEM209).
208c	**CARGO - HANDLING, RECEIPT AND DELIVERY** **(Effective: September 15, 2005)**
	Without preference or discrimination, and in order to promote the orderly receipt and dispatch of railcars and trucks, the Port reserves the right to control the loading and unloading of all cargo handled on Port facilities, and the rates to be charged. With the exception of the shunting of railcars within the Port facilities after initial placement and prior to pick up for removal from the Port, all handling of cargo on the Port will be performed by general-license stevedores or freight handlers which have been issued a franchise to operate at the Port of Pensacola and selected by the shipper, consignee or vessel. Specific warehouse space and outside storage space will be assigned by the Port for scheduled cargo and leased space. Freight handling maximum rates are governed by the Port. Lower handling rates than those published in this Tariff may be negotiated with the designated freight handler. As per the provisions of ITEM 246 (5), billing for freight handling charges will be the responsibility of the general-license freight handler. The Port may shunt railcars (switch cars after initial placement by rail carrier and before pickup by rail carrier for removal from Port) within Port facilities. See ITEM 426 for governing terms and charges. Shippers, consignees and freight handlers may shunt railcars within Port facilities, subject to prior authorization.
208d	**CARGO – HEAVY LIFT** **(Effective: September 15, 2005)**
	Any single unit of cargo exceeding 75,000 pounds shall be considered a heavy lift cargo and shall be assessed port costs associated with each project. Rates shall be quoted on a case by case basis, as determined by the Port Director.
208e	**CARGO – NON-WATERBORNE** **(Effective: October 1, 2025)**
	Cargo delivered to the Port of Pensacola by any means of conveyance other than waterborne transportation and placed in or on Port of Pensacola-owned or operated land or facilities which are not re- shipped from the Port of Pensacola by waterborne transportation will be assessed wharfage, handling and storage charges. No free time will be allowed and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director. The storage charge for non-waterborne cargo is ~~**$1.50**~~ **$1.55 per ton per day**.
208f	**CARGO – OR FREIGHT LIKELY TO DAMAGE OTHER CARGO OR FREIGHT** **(Effective: September 15, 2005)**
	Any freight or cargo likely to damage other freight or cargo will be transferred to another location on the terminal facilities or to private facilities at the risk and expense of the owner if so determined by the Port Director. Prior notification to the owner, agent or forwarder will not be required if time is of the essence to protect the other freight or cargo from damage or contamination.

208g	**CARGO - RESPONSIBILITY FOR** **(Effective: September 15, 2005)**
	Export cargo, while on terminal facilities, is in the care, custody and control of its owner, owner's agents and/or shipper/consignee/supplier. Import cargo, while on terminal facilities is in the care, custody and control of the vessel, the consignee, its agents, importer or agents of importer thereof and full responsibility for forwarding rests with one or the other of these parties.
208h	**CARGO – SCHEDULING MOVEMENT THROUGH THEPORT** **(Effective: September 15, 2005)**
	All cargo moving through the Port facilities and arriving via rail, truck or vessel must be scheduled in advance with the Port Director or his designee. Cargo is "scheduled" when the shipper or consignee advises the Port Director, or his designee, of the type and volume of cargo, the mode of transport to the Port with the expected date of arrival, and receives the consent of the Port Director or his designee, to move the cargo through the Port as scheduled. Unscheduled cargo movements will be handled on a space-available basis only, and at the option of the Port Director without recourse on the part of the shipper/consignee against the Port (see ITEM 208a). No export cargo will be scheduled or received at the Port without consignment to a specific vessel scheduled for berthing at the terminal facilities or without a shipping date established and approved by the Port Director. No export cargo may be consigned to the Port, unless merely as a "care-of" agent for the consignor, consignee, vessel, beneficial owner of the cargo or other person. The Port has the right to seek proof from a shipper or consignor of export cargo that compliance with this requirement has been or is being met. All export cargo is scheduled with the full understanding and agreement of the shipper/consignee that the vessel fixed or nominated to lift such cargo will be ready, willing and able to do so within cargo free-time rules and regulations applicable under this Tariff. When vessels fail to lift cargo on schedule, the shipper, consignee or vessel, or agents thereof, will be responsible for any resulting demurrage and detention charges and will indemnify and hold harmless the Port against any such demurrage and detention charges and related costs and expenses, including attorney's fees and court costs.
208i	**CARGO - DISPOSITION OF UNDELIVERED** **(Effective: September 15, 2005)**
	The Port of Pensacola shall have a lien on the cargo, goods or other personal property stored or located on premises owned by the Port. The Port of Pensacola reserves the right, at its option, to sell said cargo, goods or other personal property whenever the payment for charges assessed by the Port is delinquent or the items are unclaimed for a period in excess of 3 months. When enforcing the terms of this ITEM, the Port of Pensacola shall: 1. Give notice by registered or certified mail to the person last known by the Port of Pensacola to claim an interest in cargo, goods, or other personal property. a. Said notice shall include a description of the goods, a statement of the claim, and a demand for payment within a specified time and must state that the goods will be sold at a specified date, time and place if the claim is not paid within the specified period. 2. Satisfy its lien from the proceeds of the sale.
209	**CARGO STATEMENT REQUIRED** **(Effective: September 15, 2005)**

	The owner, agent, operator or Master (or the importer, exporter, freight forwarder, customs house broker, shipper or its agent) of any vessel loading or discharging cargo shall furnish to the Port of Pensacola within 4 days after the sailing of each vessel a certified statement with a description of all cargo loaded aboard or discharged from said vessels. The Port of Pensacola may require such other information and data or documents as may be necessary to ensure correct assessment of terminal charges and to develop statistical records.
210	**CARGO STATEMENT/SHIPS' MANIFESTS** **(Effective: July 1, 2019)**
	All users of Port of Pensacola facilities including but not limited to steamship agents, steamship lines, shippers, stevedores, freight handlers, barge lines, importers, exporters, and/or their agents or assignees, shall, upon arrival (Import)*, or not later than 10 working days (Export) after departure, furnish the Port of Pensacola with (1) a manifest, and (2) a Load List (Export Only – must be submitted with, or in conjunction with, the manifest by the party responsible for compiling the information) or (3) a Cargo Discharge Receipt (Import Only - must be submitted with, or in conjunction with, the manifest by the party responsible for compiling the information) containing data sufficient to assure the correct assessment of charges and information necessary to maintain statistical records. At a minimum, submitted documents must include a description of the cargo; weight, board feet or number of units, whichever is applicable; shipper or consignee details (exports); receiver or consignee details (imports); and any and all other information the Port of Pensacola deems necessary. Failure to submit required documents in accordance with the stated deadlines may result in assessment of a Documentation Delinquency Penalty of $100 per day for each day the documentation is delinquent. * AMS Manifest does not substitute this requirement.
211	**CHANGE OF LOCATION OF VESSELS** **(Effective: September 15, 2005)**
	Whenever it is deemed necessary that any vessel be moved, or its position changed, in order to facilitate navigation and commerce or for the protection of other vessels or property, the Port Director may order and enforce the removal or shifting of such vessel to such place as may be determined by the Port Director at the expense and risk of the vessel. Notice of such order shall be given to the Master of the vessel, or the person in charge of the vessel who shall take immediate steps to comply with the order, the Port Director may take the action necessary to cause the vessel to be moved as originally ordered.
212	**CHANGE OF OWNERSHIP** **(Effective: September 15, 2005)**
	The Port of Pensacola reserves the right to accept or reject a request for a change of title or ownership of cargo received or in storage at the Port of Pensacola for the purpose of invoicing a new owner. All requests must be in writing, addressed to the Port Director. If the request is approved by the Port Director, it is with the full understanding that initial billing will be made to the new owner effective at the start of the next regular billing period and the original owner will be held responsible for payment of all charges should they not be paid by the new owner. All accrued charges must be paid to date by the owner-of-record prior to the transfer of title of ownership.
213	**COLLISION** **(Effective: May 1, 2014)**

	In the event of a grounding or a collision between two vessels or between a vessel and any wharf, dock, pier, or any structure owned by the Port of Pensacola, written report of such collision or grounding, shall within twenty-four hours, be furnished to the Port Director separately by the pilot and the master, owner or agent of said vessel, provided that in the case of a minor collision where a vessel is underway and proceeding to the open seas, there being no need of repair to Port facilities, vessel(s) or environmental resources, said report may be mailed by the master of such vessel from the next port which it enters, and provided further that in all cases of collision or grounding, report of an owner or agent shall not relieve the pilot of the duty of rendering his report within the specified time.
214	**COMPLIANCE WITH GOVERNMENTAL REGULATIONS** **(Effective: September 15, 2005)**
	All Port users shall comply with all governmental regulations, statutes, ordinances, rules and directives of any Federal, State, County or Municipal governmental units or agencies having jurisdiction over the Port of Pensacola or the business being conducted thereon and all rules and regulations now in effect or hereafter imposed by the Port of Pensacola shall be imposed uniformly against all businesses or industries located or providing services at the Port of Pensacola.
	If any Port user incurs any fines and/or penalties imposed by Federal, State, county or Municipal Authorities as a result of the acts or omissions of the Port user, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then the Port User shall be responsible to pay or reimburse the Port for all such costs and expenses.
215	**CRANE OPERATIONS ON PORT PROPERTY** **(Effective: September 15, 2005)**
	Cranes with tractor lugs will not be permitted on Port property without proper protection of the pier, as provided to the satisfaction of the Port Director. Any and all safety rules and regulations pertaining to the operation of cranes must be observed at all times. The operation of a crane on Port property establishes verification by the owner thereof that the crane is suitable to perform the work for which it is hired and that the operator of such crane is qualified and competent to operate said crane in accordance with all applicable standards. Except as may be caused by the Port's own negligence, the Port of Pensacola shall not be responsible for any damage caused as a result of the operation of cranes on Port property. Crane owners/operators shall be considered users of the Port facilities and shall be bound by the provisions of ITEM 265b, in addition to other applicable items contained in this Tariff. Cranes will not be permitted to remain on Port property overnight without the prior approval of the Port Director; nor are they permitted to block rail tracks or the movement of other wheeled vehicles.
218	**DELIVERY ORDERS** **(Effective: September 15, 2005)**
	All persons whomsoever (truck companies; rail carriers; owners; shippers; etc.) must present a written Delivery Order for each truck or railcar (or other) to be loaded at the Port of Pensacola. The Delivery Order should be on an order form or letterhead of the firm owning the cargo and it must be signed by an official of the company, or a person authorized to sign such orders. The Delivery Order must describe the cargo, the amount to be loaded, the ship, bill of lading, and the numbers and marks, if any. Any truck company, rail carrier, shipper, or others not having a written Delivery Order will not be permitted to load or leave the terminal premises without surrendering a copy of the order to the appropriate Port representative.
219	**DEMURRAGE OR DETENTION** **(Effective: September 15, 2005)**

	The Port of Pensacola is not responsible for any delays, detention or demurrage on railcars, vessels, or trucks. Parties responsible for ordering and/or scheduling vessels and railcars shall be responsible for the payment of rail demurrage, which is caused by or arises out of, directly or indirectly, the ordering and/or scheduling of vessels and railcars, and such parties will indemnify and hold harmless the Port for any rail demurrage and related costs and expenses, including attorney's fees and court costs, caused by or arising out of such parties' ordering and/or scheduling of vessels and railcars. Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a)(1)).
220	**DISCHARGING BALLAST, REFUSE OR SIMILAR OFFENSIVE MATTER** **(Effective: July 1, 2019)**
	No person, firm or corporation shall deposit, place or discharge into the waterways of the Port of Pensacola, either directly or through private or public sewers, any sanitary sewage, butchers' offal, garbage, dead residuum of gas, calcium carbide, trade wastes, tar or refuse, or any other matter which is capable of producing floating matter or scum on the surface of the water, sediment in the bottom of the waterways, hazards or obstructions to navigation or the odors and gasses of putrefaction. Vessels discharging pollutants into the waters of the Port of Pensacola will be reported to the U.S. Coast Guard National Response Center (NRC) hotline at (800) 424-8802. All matters relating to pollutant discharges shall be handled in accordance with applicable laws governing such discharges. Should any vessel cause pollution of any kind of character within the Port, the vessel shall have the first responsibility for taking effective corrective action. It shall be the responsibility of the vessel to have on hand, at all times, adequate personnel to eliminate or mitigate any contamination caused by pollutants being discharged into the waters of the Port of Pensacola. Any penalties imposed by the United States of America or the State of Florida upon the vessel, Master, person, firm or corporation shall be administered in accordance with applicable law. All vessels, firms and persons using the terminal facilities shall take every precaution practical to prevent pollution of the environment. Rules and regulations of the U.S. Coast Guard and any other Federal, State, County or City agency pertaining to pollution of any kind shall be applicable in addition to the rules and regulations set forth above.
221a	**DOCKAGE- BASIS OF CHARGES** **(Effctive: September 15, 2005)**

1. The dockage shall be based on the overall length of the vessel as shown in LLOYD's REGISTER. If length is not shown in LLOYD's REGISTER the ship's Certificate of Registry showing length of vessel will be accepted.

2. Vessels for which the overall length is not available in either LLOYD's REGISTER or the Certificate of Registry named in Paragraph 1 of this ITEM, shall be measured in the direction of the Port Director. When necessary to measure a vessel, the linear distance in feet shall be determined from the most forward point on the bow of the vessel to the aftermost part of the stern of the vessel.

3. In computing dockage charges based on overall length of vessel, the following will govern in the disposition of fractions:

    a. Less than one-half foot (1/2'), discard. One-half foot (1/2') or more, increase to the next whole figure.

4. When a vessel is shifted directly from one wharf (berth) to another wharf (berth), the total time at such berths will be considered together in computing the dockage charge.

5. Dockage rates are assessed each 24-hour period or fraction thereof.

6. Unless advised to the contrary in advance of docking, dockage on river barges will be assessed against the owner of the cargo.

221b	**DOCKAGE – DURATION** **(Effective: September 15, 2005)**
	The period of time upon which dockage will be assessed shall commence when the vessel is made fast to the wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed, and shall continue until such vessel is completely free from and has vacated such facilities.
221c	**DOCKAGE – UNAUTHORIZED** **(Effective: September 15, 2005)**
	Any vessel berthed in an unauthorized manner, unassigned berth or shifted without the approval of the Port Director shall be subject to payment of dockage in an amount equal to (3) three times the published rate. Such vessel may be moved at the Port Director's option to a properly designated berth without notice at the owner's risk and expense.
221d	**DOCKAGE – VESSELS EXEMPT FROM** **(Effective: September 15, 2005)**
	At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels engaged in non-commercial exhibition, educational or training endeavors, owned or operated by charitable institution that qualify for exemption pursuant to the provision of the Internal Revenue Code and are accordingly exempt from taxes, may moor to public wharves free of charge, with advance approval.
222	**DOCK RECEIPTS** **(Effective: September 15, 2005)**
	At the time export outbound cargo is received at the pier facility, a dock receipt shall be issued evidencing receipt of the cargo. The receipt will show the date of receipt and shall identify the vessel on which the goods are to move. The dock receipt is executed by the agent and/or its designated representative. All completed dock receipts must be delivered to the Port of Pensacola at the close of each business day.
224	**EMERGENCY SHIP MOVEMENT POLICY** **(Effective: July 1, 2019)**

TO MASTERS, PILOTS, TOW BOAT COMPANIES, STEAMSHIP AGENTS, VESSEL OWNERS OR CHARTERERS AND ALL OTHER CONCERNED PARTIES:

1. All vessels will provide wire ropes from the bow and stern with eyes that can be reached by tugs coming alongside. Pilots will make sure wires are in proper position before leaving the vessel.

2. All vessels and/or vessel agents will immediately report any spillage of petroleum or chemical products on the wharf or on the water and the extent of such spill to the U.S. Coast Guard National Response Center (NRC) hotline at (800) 424-8802. If spillage is considerable, all cargo operations within the port must stop immediately and vessels prepared to undock.

3. All vessels will undock and proceed to anchorage or open sea when so ordered by the Port Director in the event of:

    - A severe petroleum or chemical spill;
    - Fire discovered on board a vessel laden with petroleum, explosives, chemicals or other dangerous commodities;
    - Vessel in jeopardy due to conditions on shore;

4. Tugboats proceeding to a vessel laden with petroleum, chemicals, explosive or other dangerous cargoes and/or through a spill composed of such products floating on the water surface will stop all smoking on board, put out cooking fires, burners, pilot lights and extinguish all open lights or flames.

5. Vessels discovering fire on board or on shore will sound repeated long whistle-blast signals and use every other available means to report the fire to shore side personnel. The Security Division of the Port of Pensacola monitors Channel 16 (156.8 MHz) for emergency calls.

6. Emergency vessel movements will be made with able sea watches and without waiting for the return of its other ship's personnel when necessary to protect live and property (reference ITEM 288d).

225 **ENVIRONMENTAL MATTERS**
(Effective: October 20, 2009)

All persons and entities in possession of facilities at the Port of Pensacola pursuant to an agreement, lease, license or other arrangement with the Port or otherwise using the Port facilities shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy and operation of said facilities. All such persons and entities shall furnish to the Port Director or his designee at the time same are filed, received, submitted or tendered, a copy of every permit application, permit, notice, order or other document sent to or received from any regulatory agency responsible for environmental matters, storm water, or other pollution control. All such persons and entities are prohibited from allowing, causing, condoning, licensing, permitting or sanctioning any activities, conduct or operations that enable or result in any pollutants, contaminants, hazardous materials or substances or other waste to be accumulated, deposited, placed, released, spilled, stored or used upon or under any portion of said facilities or adjacent waters contrary to or in violation of any of said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits. All such persons and entities that violate this prohibition shall be solely responsible for any and all reporting, cleanup, remediation, fines and penalties in accordance with said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits.

NATIONALRESPONSE CENTER (NRC):
(Effective May 1, 2014)

Oil and chemical spills entering or having the potential to enter navigable waters must be reported immediately to the NRC. Users are responsible for notifying the NRC of unauthorized releases and providing the Port's Spill Response Coordinator (SRC) with a copy of the incident report within 24 hours. The phone number for the NRC is: 1-800-424-8802.

226a **FACILITIES – BERTHING**
(Effective: July 1, 2019)

The Port of Pensacola has 2,570 linear feet of berthing facilities as follows:

Berth #	Depth	Length	Apron	Rail	Use
1	33'	540'	100'	Yes	All Purpose
2	33'	398'	Open	Yes	All Purpose
3	33'	344.5'	Open	Yes	All Purpose
5	33'	507.5'	50'	Yes	All Purpose
6	33'	580'	50'	No	All Purpose
7	16'	200'	0	No	Dockage Only

226b **FACILITIES – BUNKERING**
(Effective: September 15, 2005)

None of the berths are equipped with pipeline-hose connections for bunker fuels. Bunker fuels may be delivered by barge or tank truck. No vessel will be permitted to take bunkers while cargo operations are being performed.

226c **FACILITIES – DAMAGE TO**
(Effective: July 1, 2019)

All vessels, their owners or agents, stevedores and all other users of the Port terminal facilities will be held responsible for all damages to the facilities caused by or arising out of their use of such facilities. It is the responsibility of the users of the Port facilities to immediately notify the Port Director or his designated representative of damages to the facilities caused by or arising out of their use of such facilities and to confirm same in writing within three (3) working days. The Port of Pensacola will acknowledge the reported damages in writing, either electronic or via letter.

Any damages to the Port facilities will be for the account of the vessel, its owner or agent, the stevedore, freight handler or other user of the terminal facility and repairs must be undertaken as expeditiously as possible with the prior approval of the Port Director. The Port Director, or designer, shall review and approve all repairs in advance of repairs or construction beginning. Responsible parties will be given up to thirty (30) calendar days from the date the damage occurred to initiate required repairs, after which the Port of Pensacola reserves the right to repair the damage on a cost basis plus 25% overhead. Failure to notify the Port of damage to the facilities will result in the cost of repairs of such damage plus 50%.

Any damage caused by the vessel to the wharf or any installation or equipment which is the property of the Port of Pensacola, whether it be through incompetence or carelessness on the part of the Pilot or Officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and the owner of the ship causing the damage. The Port of Pensacola shall be able to detain the ship until it has received satisfactory guarantee for payment of the amount of damage caused or a reasonable estimate thereof.

226d **FACILITIES – SPACE ASSIGNMENTS**
(Effective: October 1, 2025)

The Port Director has the authority to grant nonexclusive space assignments for use of harbor lands to assignees on the following terms and conditions.

Space assignments are granted on the Port's standard space assignment forms and shall describe the area granted. Leased areas are excluded from Space assignment requests. See ITEM 243 for Lease Information.

Short Term Operating Agreements (STOA's) may be exempt from the minimum charge and negotiated with the Port Director, but the Space Assignment Request must still be on file with Port Operations.

General license stevedores shall be required to submit the required space assignment forms for allocation of space to their transient cargo operations. However, transient cargo evoking free time shall not be eligible for the space assignment rates noted below and shall, instead, be subject to Storage Charges as outlined in ITEM 436b after expiration of free time.

Space assignments will be issued in thirty (30) day periods. Upon application and if conditions and circumstances warrant, one or more renewals for an additional thirty (30) days or longer or shorter period may be granted.

If a space assignment exceeds 30 days or is revoked by the Port Director, charges will be prorated on a daily basis.

Charges for space assignments are:

Type of Area	Cents per Sq. Ft. (Per 30-day Period)
Covered Area	~~$0.75~~ $0.77
Uncovered Area	~~$0.65~~ $0.67
Minimum Charge	~~$1,000.00~~ $1,030.00

All other applicable tariff charges shall also be paid. Charges shall begin to accrue on the day the space assignment is made available for assignee's occupancy.

An electrical power surcharge may be levied on the above charges at the discretion of the Port Director after reviewing the proposed use of the space. The rate shall be agreed to in advance of any party occupying approved space.

Property placed in a space assignment area shall be stored, stacked, palletized, or high piled in accordance with customary and operational safety procedures. The Port Director has the right to examine and review all property placed on the Port premises under a space assignment.

The grant of such assignment shall not interfere with the prompt loading or unloading of vessels.

226e **FACILITIES - TRANSIT CARGO SHEDS**
(Effective: October 1, 2025)

The Port of Pensacola owns 457,000 square feet of transit cargo storage facilities as follows, some of which may be committed to private usage through lease, contract or other obligation from time to time.

Subject to ITEM 208b and to space availability based on prior commitments, the Port of Pensacola assigns general cargo moving through the Port to storage facilities on a first-come-first-served basis.

Use of facilities marked with an asterisk (*) involves special circumstances. Contact Port Administration at 850.436.5070 for details.

Facility	Sq. Ft.
Warehouse No. 1	69,811 sq. ft. (leased)
Warehouse No. 4	47,496 sq. ft. (leased)
Warehouse No. 5	66,686 sq. ft. (general cargo)
Warehouse No. 6	89,681 sq. ft. (leased)
Warehouse No. 8	80,000 sq. ft. (general cargo)
Warehouse No. 9	40,838 sq. ft. (general cargo)
Warehouse No. 10	50,081 sq. ft. (leased)

228a **FREE TIME - COMPUTATION OF**
(Effective: October 26, 2023)

The free time allowed for all cargo shall commence at 0001 hours on the day after said cargo or each portion thereof is received at the terminal facility and it shall terminate at 2359 hours on the final day of free time allowed.

The Port Director reserves the right to grant extensions of free time to regular and/or high volume shippers on a case-by-case basis when space availability permits.

The time cargo is held in railcars (under demurrage rules) will be deducted from the free time allowed for said cargo, when railcars are held at the direction of the Port Director (reference ITEM 208i for additional information).

228b **FREE TIME - DISPOSITION OF CARGO AFTER EXPIRATION OF**
(Effective: September 15, 2005)

Cargo remaining on terminal premises after the expiration of free time (reference ITEM 228a, 228c and 228d) and cargo shut out at clearance of vessel from berth (reference ITEM 271) may, at the discretion of the Port Director, be allowed to remain where situated, be piled or re-piled to make space; be transferred to other locations or terminal premises; or, be removed to public or private warehouse with all expenses and risk of loss and/or damage for the account of the owner, agent, consignee or carrier. In any event, the agent for such cargo will be responsible for payment of all expenses regardless of when payment is received by them from the owner, consignee or carrier.

All such cargo remaining on Port property will be assessed storage charges in accordance with the applicable rates published in this Tariff.

228c **FREE TIME**
(Effective: July 1, 2019)

Except as otherwise provided, the free time allowed for assembling export cargo shipments or removing import cargo shipments, inclusive of Saturdays, Sundays and Legal Holidays, shall be as follows:

Shipment Type	No. Days
Exports	30

	Imports	30
	Transshipment	30
	Upon expiration of the free-time period, storage charges (as provided elsewhere in this Tariff) will be assessed or, at the option of the Port Director, cargo may be removed to private storage facilities at the expense and risk of the owner. NOTE: Shipments handled direct from shipside to railcars or trucks, or vice versa, shall not be entitled to free time. NOTE: Shipments not properly booked with the Port Director in advance in accordance with ITEM 209 shall not be entitled to free time specified herein.	
228d	**FREE TIME - AND STORAGE DURING WORK STOPPAGE OR INTERRUPTION** **(Effective: September 15, 2005)**	
	In the event of a work stoppage that prevents the loading and/or unloading of vessels, the following will apply: 1. Free time will cease at 0700 hours on the day after a work stoppage occurs. Free time will commence or resume at 0700 hours on the day after a work stoppage officially ends. 2. Cargo on hand will be assessed storage charges prorated for that period of time of the work stoppage. Credit for unused time will be deducted from storage charges. 3. Cargo received during a work stoppage will be received on a space-available basis only. Storage charges will commence immediately and free time will begin at 0700 hours on the day following the day of the termination of the work stoppage. 4. When the terminal facilities reach maximum capacity for efficient operations and Port safety, rail and truck operations will cease, with demurrage accruing for the account of the shipper. The Port Director may waive storage charges per this ITEM if cargo is removed within ordinary free time allowed.	
228e	**FREE TIME – NON WATERBORNE CARGO** **(Effective: May 1, 2014)**	
	Per ITEM 208e, **no** free time is allowed on non-waterborne cargo and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director.	
230	**FUMIGATION REQUIREMENT** **(Effective: September 15, 2005)**	
	Bagged agricultural products that remain in transit sheds for a period of 45 days must be fumigated at that time; and again after each 45-day period thereafter, as long as the cargo remains in the transit sheds. All expenses of fumigation will be for the account of the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo. If fumigation is not performed as required herein, the Port reserves the right to fumigate such bagged agricultural products and will bill the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo for the cost therefore.	
232	**GENERAL RESTRICTIONS AND LIMITATIONS** **(Effective: September 15, 2005)**	
	Under application of this Tariff, the Port of Pensacola is not obligated to provide storage for cargo that has not been scheduled with the Port Director, or which has not been transported by water to or from the Port or terminal facilities; nor is it obligated to provide facilities beyond reasonable capacity.	

233	**GROUND RUBBER TIRE ADDITIVES** **(Effective: September 15, 2005)**
	The use of Ground Rubber Tire (GRT) Additives in the processing and/or production of asphalt and other materials is strictly prohibited on Port property and on or in Port facilities.
234	**GUNS; EXPLOSIVES; OTHER HAZARDOUS COMMODITIES** **(Effective: September 15, 2005)**
	Explosives and hazardous or highly-flammable commodities or material may be handled over, under, or received on the wharves or other terminal facilities of the Port of Pensacola only by special arrangement with and at the option of the Port Director. The receiving, handling or storage of such commodities shall be subject to Federal, State, Municipal, County and City of Pensacola laws, ordinances, rules and regulations. The agent or charterer of a vessel is responsible for informing the Port Director whenever a vessel plans to load, discharge or is transporting as in transit cargo any manifested cargo classified as a gun, firearm, deadly weapon, explosives, and ammunition, flammable or hazardous commodity. No action to load or discharge such cargo shall be taken without the approval of the Port Director in advance. Detailed information as to the description, packaging and stowage location of explosives, flammable and hazardous materials must be provided to the Port of Pensacola to enable planning for fire protection and security watches necessary for these items.
235	**HARBOR CHANNEL** **(Effective: September 15, 2005)**
	The entrance to the main channel to Pensacola Bay is by the Caucus Channel. The channel is 500' wide at its seaward end and dredged to 35'. The approach channel to the Port of Pensacola, 300' wide with a control depth of 33', intersects Pensacola Bay in a generally northeasterly direction. The distance from sea buoy to pier is 11 miles.
236	**HARBOR SAFETY** **(Effective: September 15, 2005)**
	1. Minimum bottom clearance shall be established by the Harbor Pilot prior to vessel entry of departure in consideration of weather conditions, tidal stage, vessel equipment and time of day. 2. All vessels shall establish radio communication with the Port of Pensacola prior to entry or departure and no vessel shall be permitted to enter, leave or shift berths in the Port of Pensacola jurisdictional area without the authorization of the Port Director or his duly-authorized representative. 3. All heavy oil transfer operations to or from a vessel with a heavy oil storage capacity greater than 10,000 gallons shall be required to adequately boom or seal off the area between the vessel and the dock, bulkhead or land during transfer or bunkering operations. 4. All vessels with a storage capacity to carry 10,000 gallons or more of pollutants as fuel and cargo shall maintain an adequate written ship-specific spill prevention and control contingency plan, and have on board a “discharge officer” designated in the plan.
	Published pursuant to Chapter 313.23; Chapter 376.07 and 376.071, Florida Statutes, as amended.
237	**HOLIDAYS** **(Effective: October 26, 2023)**
	When reference is made in this Tariff to "legal holidays," it means those days which are observed as holidays by the City of Pensacola and on which Port Administration will be closed.
239	**INTRACOASTAL WATERWAY** **(Effective: September 15, 2005)**

	The Gulf Intracoastal Waterway intersects Pensacola Bay. The waterway is 150' wide and 12' deep. On the intra-coastal, the Port of Pensacola is 185 miles east of Harvey Lock, Louisiana; and 51.4 miles east of the entrance to the Mobile Ship Channel.
240	**INDEMNIFICATION AND HOLD HARMLESS** **(Effective: October 1, 2025)**
	All users shall indemnify and hold harmless the Port, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims (including claims arising from third parties), suits, actions, damages, penalties, judgments, cost and expenses, including without limitation reasonable attorney's fees and litigation cost and expenses incurred or asserted in connection with any loss of life, bodily or personal injury, damage to any vessel, cargo or property, including loss of use of property, or demurrage, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations, whether arising solely or partially out of the negligence of the User, the User's employees, User's leased employees, User's contractors, User's subcontractors, or User's agents, representatives, and invitees. This obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in exclusion or omission from any policy of insurance. Environmental Indemnity – The indemnity provided in the preceding paragraph shall include and extend to any and all claims, suits, actions, damages, liabilities, penalties, judgments, cost and expenses, including without limitation reasonable attorney's fees and litigation expenses, incurred or asserted in connection with any environmental damage, clean-up, removal, response, assessment, or remediation required by or resulting from, any environmental condition or violation of any Federal, State, or local laws in connection with use of Port Facilities. The user agrees to pay on behalf of the Port, as well as provide a legal defense for the Port, both of which will be done when requested by the Port, for all claims as described in the above paragraphs. Such payment on behalf of the Port shall be in addition to any and all other legal remedies available to the Port and shall not be considered to be the Port's exclusive remedy. Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a) (1)).
241a	**INSURANCE** **(Effective: October 1, 2025)**
	All persons or firms using or conducting business operations on terminal facilities or other port-owned or operated property are required to procure and maintain Commercial General Liability, Business Auto, Pollution and Workers' Compensation insurance. Unless specified otherwise in this tariff or otherwise required by the City, minimum limits for commercial general liability and business auto 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. The Commercial General Liability policy must provide bodily injury and property damage coverage for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent, shall provide at least, broad form contractual liability applicable to this tariff, as well as personal injury liability and broad form property damage liability. Coverage must be written on an occurrence type basis. The Business Auto policy must include coverage for bodily injury and property damage arising out of the operation, maintenance, or use of owned, non-owned, and hired autos including non-ownership employee use. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage. Pollution Liability must include coverage for on-site and off-site bodily injury and property damage, cleanup cost and the unloading and loading of product. Pollution liability included as an endorsement to the User's commercial general liability policy is acceptable. Worker's Compensation must be provided as legally required and must include Employers Liability coverage of at least $100,000 each person-accident, $100,000 each person-disease, $500,000 aggregate-disease., coverage must be included for the Longshore

	and Harbor Workers Act and Maritime (Jones) Act exposures. Required insurance policies shall be documented in Certificates of Insurance. The policies shall contain an endorsement that provides that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewable or adverse change or restriction in coverage. The City of Pensacola shall be named on each commercial general liability, business auto liability, or pollution liability certificate as an Additional Insured. User's Insurance shall be primary and non-contributary to any other policy held by the Port. Insurance policies shall include waiver of all rights of subrogation against the Port. If required by the City, the User shall furnish copies of the User's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be **deleted** or **crossed out** by the insurance carrier or the insurance carrier's agent or employee. The User 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 User shall, upon instructions of the City, cease all operations on terminal facilities or other port- owned or operated property until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola Department of Risk Management Post Office Box 12910 Pensacola, FL 32521-0063 Loss Control and Safety - The User shall retain control over its employees, leased employees, agents, representatives, contractors and subcontractors, as well as control over its invitees, and its activities on and about the Port's premises including and the manner in which such activities shall be undertaken and to that end, the User shall not be deemed to be an agent of the Port. Precaution shall be exercised at all times by the User for the protection of all persons, including employees, and property from harm caused by negligent acts or omissions in whole or part of the User.
241b	**INSURANCE – CARGO** **(Effective: September 15, 2005)**
	The Port of Pensacola does not insure or provide insurance for any cargo. Any insurance required must be furnished by the party desiring such coverage.
241c	**INSURANCE - STEVEDORES AND FREIGHT HANDLERS** **(Effective: September 15, 2005)**
	Each stevedoring company or freight handler filing an application for a Stevedore License or Freight Handling Permit with the Port of Pensacola, in accordance with ITEM 276, shall furnish with such
	application evidence of insurance as described in ITEM 241a and as listed in Appendix A of this Tariff. Application for Stevedore License or Freight Handling Permit as well as specific policy, rules and regulations, and insurance requirements are included in Appendix A of this Tariff.
242	**INVENTORY, REQUIREMENTS FOR** **(Effective: July 1, 2019)**
	Each Freight Handling Licensee shall be required to submit an end-of-month inventory reflective of the last day of each calendar month for any and all cargo and commodities remaining in inventory at any General Cargo facility or warehouse. Licensees shall submit said inventory reports to the Cargo Operations Superintendent no later than the fifth (5th) day of the following month. An Export Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:

1. Shipper name;
2. Commodity;
3. Date received;
4. Quantity on hand;
5. Type units;
6. Weightin pounds (board feet for export lumber);
7. Service Order #, mark, or another identifier; and
8. Location;

An Import Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:

1. Vessel name with arrival date;
2. Shipper and/or Receiver name;
3. Commodity;
4. Quantity on hand;
5. Type units;
6. Weightin pounds (board feet for export lumber);
7. Bill of Lading #, mark, or another identifier; and
8. Location;

For all cargo sold or released to other parties, the Permittee must identify:

1. The receiving Permittee;
2. The party responsible for payment of the Authority's charges;
3. A copy of the release instructions from the original shipper;

All shippers will be billed storage charges for cargoes remaining in inventory beyond the allotted FREE TIME based upon the inventory information provided by Permittees, and as such the information must be accurate and submitted as described.

Failure to submit required documents in accordance with the stated deadlines may result in assessment of a Documentation Delinquency Penalty of $100 per day for each day the documentation is delinquent.

243 **LEASING OF REAL PROPERTY**
(Effective: July 1, 2019)

Leasing of real property, including costs for warehouse and/or open ground storage areas, shall be negotiated on a case by case basis with the Port Director. To the extent practicable, these rates will be in conformity with the most recent land appraisals or comparable commercial real estate market assessment. However, space constraints, cargo volumes and other market conditions may dictate price changes at the discretion of the Port Director.

Leases do not provide paving, electricity, water, housekeeping services, maintenance, or other improvements to the area leased. These items may be provided for within the individual lease.

All requests to lease space should be directed to the Port Director who reserves the right to employ the use of a licensed Commercial Real Estate Broker as/if warranted. Final approval for all long-term leases rests with the Pensacola City Council via formal Council action that will be presented to Council through the Mayor's Office. Port Staff will provide guidance on the Council process during initial Lease negotiations.

244	**LESSEES' AND RENTERS' RESPONSIBILITY** **(Effective: September 15, 2005)**
	When equipment is rented or leased to others by the Port of Pensacola, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of said equipment. It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Pensacola, such operator shall be under the direction of the renter or lessee and the operator shall be considered as the agent or servant of the renter or lessee, and the renter or lessee shall be responsible for the acts of such operator during the time of the rental or lease. It is incumbent upon the renter or lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of the unit, as well as the competency of the operator, there being no representation or warranties by the Port of Pensacola with reference to such matters.
245	**LIABILITY: EXCULPATORY PROVISION** **(Effective: September 15, 2005)**
	No provision or sub-rule in this tariff shall relieve or limit the PORT OF PENSACOLA from liability for its own negligence nor require any user or lessee to indemnify or hold harmless the Port of Pensacola from liability for its own negligence. ISSUED IN COMPLIANCE WITH FMC REGULATION 46 CFR §525.2 (a)(1).
246	**LIABILITY AND PAYMENT OF CHARGES** **(Effective: July 1, 2019)**

1. Except as otherwise provided, all carriers, vessels, their owners, or agents, and all other users of the services or facilities of the Port are responsible for the payment of charges as provided for in this Tariff.

2. On all vessels utilizing Port facilities, the agent shall be responsible for the payment of all dockage and other terminal charges assessed against the vessel as provided for in this Tariff. The Port of Pensacola reserves the right to hold the vessel, its owners, operators, despondent owners, charterers, sub-charterers, and/or agent or sub-agent liable for payment of all terminal charges not otherwise paid.

   The arrest or attachment of any vessel by court order will not relieve or diminish the responsibility of the agent for the payment of dockage and related port terminal charges. The arrest or booking the cargo for the payment of all terminal charges including, but not limited to handling, storage and wharfage, assessed by the Port in accordance with the provisions of this Tariff.

4. All invoices are due upon presentation. Presentation of invoice shall be deemed to occur and user's financial responsibility to port for payment of invoice shall commence when port deposits invoice in United States mail service. The Port of Pensacola, at its option, may at any time extend credit to any user conducting business with the Port pursuant to provisions of this Tariff or amendments or re-issues thereof subject to user establishing and maintaining a single transaction or period or annual surety bond with the corporate surety acceptable to the Port, and in an amount equal to 125% of maximum liability. The form and contract of such bond shall be acceptable to the Port.

5. All handling charges will be billed by the applicable licensed cargo handler with payment in full to be remitted to the cargo handler. The port shall bill to all cargo handlers the applicable cargo handling franchise fee(s) as described in **ITEM 222** of this Tariff with these funds to be remitted to the Port by the cargo handler in accordance with the payment terms as set out in this **ITEM 246**. If, at any time, any cargo handler falls in arrears on his accounts payable to the port by 60 or more days, the port reserves the right to bill and receive payment for all handling charges and remit any

amounts due to the cargo handler only after said arrearage is paid and all accounts brought current.

6. Extension and continuation of credit shall be conditioned upon payment of invoice charges within 30 days from the date of presentation.* An interest charge of 12% per annum will be assessed against unpaid invoices over 30 days for each day over 30 days and added to the amount due each month until the amount of arrearage is paid. Written notice of any invoice in dispute must be furnished to the Port of Pensacola billing department within 20 days from the date of invoice or else interest charges will apply.

7. All invoices are due upon presentation. Presentation of invoice shall be deemed to occur and user's financial responsibility to port for payment of invoice shall commence when port deposits invoice in United States mail service. The Port of Pensacola, at its option, may at any time extend credit to any user conducting business with the Port pursuant to provisions of this Tariff or amendments or re-issues thereof subject to user establishing and maintaining a single transaction or period or annual surety bond with the corporate surety acceptable to the Port, and in an amount equal to 125% of maximum liability. The form and contract of such bond shall be acceptable to the Port.

8. All handling charges will be billed by the applicable licensed cargo handler with payment in full to be remitted to the cargo handler. The port shall bill to all cargo handlers the applicable cargo handling franchise fee(s) as described in **ITEM 222** of this Tariff with these funds to be remitted to the Port by the cargo handler in accordance with the payment terms as set out in this **ITEM 246**. If, at any time, any cargo handler falls in arrears on his accounts payable to the port by 60 or more days, the port reserves the right to bill and receive payment for all handling charges and remit any amounts due to the cargo handler only after said arrearage is paid and all accounts brought current.

9. Extension and continuation of credit shall be conditioned upon payment of invoice charges within 30 days from the date of presentation.* An interest charge of 12% per annum will be assessed against unpaid invoices over 30 days for each day over 30 days and added to the amount due each month until the amount of arrearage is paid. Written notice of any invoice in dispute must be furnished to the Port of Pensacola billing department within 20 days from the date of invoice or else interest charges will apply.

10. The Port of Pensacola reserves the right to suspend or cancel the privilege of being billed on account previously granted to users who are habitually delinquent.

11. Any carrier, vessel, owner, shipper, receiver, stevedore, forwarder, agent, or other users of the Port facilities who fails to pay any invoice on the 30th day following the date on which the invoice was presented will be subject to the conditions outlined in Paragraph 9 herein below.

12. In the event of failure to pay invoices within 90 days from the date of presentation, the vessel, owner, shipper, receiver, forwarder, stevedore, agent or other user shall be placed on a cash basis under which further use of the Port facilities may be denied except upon advance payment by Cashier's/Certified Check or Wire Transfer of all charges which may be incurred under this Tariff, as estimated by the Port Director. The Port Director reserves the right to deny use of the Port's facilities to any such vessel, owner, charterer, agent, shipper, receiver, forwarder, stevedore or any user until all outstanding delinquent charges have been paid in full.

    The Port of Pensacola reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities, except that payment made on behalf of specific vessels and/or owners will be applied as specified by the payor.

13. The Port of Pensacola reserves the right to estimate and collecting advance all charges which may accrue against vessels or cargo utilizing Port facilities.

14. Issued pursuant to agreement of Gulf Port members of the GULF SEAPORTS MARINE TERMINAL CONFERENCE. Refer to ITEM 100 for further details of the CONFERENCE and its members.

247 LOCATION
(Effective: July 1, 2019)

The Port of Pensacola is situated in Pensacola Bay on the Gulf of Mexico and is located generally at latitude 30 degrees, 24 minutes north, longitude 87 degrees, 13 minutes west.

248 LOITERING ON PREMISES
(Effective: September 15, 2005)

It shall be unlawful for any person to loiter upon or in any of the terminal facilities or properties of the Port of Pensacola. It shall be unlawful for any unauthorized persons to enter cargo-handling areas.

249 LOSS CONTROL AND SAFETY
(Effective: September 15, 2005)

All Port users shall retain control over their employees, agents, servants and subcontractors, as well as control their invitees, and their activities on and about the Port and the manner in which such activities shall be undertaken and to that end, they shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the users for the protection of all persons, including employees, and property. The users shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

252 MINIMUM BILLING CHARGES
(Effective: October 1, 2024)

Billing Item(s)	Minimum Charge
Dockage, per vessel	~~$500.00~~ $515.00
Wharfage, per shipment (per booking #)	~~$40.00~~ $41.20
Handling Franchise, per shipment (per booking #)	~~$10.00~~ $10.30
Stevedoring Franchise, per vessel	~~$500.00~~ $515.00
Storage & Space Assignment, per invoice	~~$1,000.00~~ $1,030.00
Water (includes meter and hose fees), per vessel	~~$300.00~~ $310.00
TWIC Escorting	~~$50.00~~ $51.50 per hour

253 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
(Effective: October 20, 2009)

All tenants and users shall comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) program delegated by the United States Environmental Protection Agency (EPA) to the state of Florida and administered in part by the Florida Department of Environmental Protection (FDEP). The Port and Tenants are required to be covered by a Multi-Sector Generic Permit (MSGP) which is currently identified as “co-located permittee”, and the Port shall submit the required Notice of Intent (NOI)

to FDEP and provide a copy of the NOI and related Storm Water Pollution Prevention Plan (SWPPP) to the Tenants and users. The Port Administrative Office maintains copies of the most current SWPPP for Tenants. All Tenants and users are responsible for obtaining and maintaining a current copy of the SWPPP, as well as informing and familiarizing Tenant and user employees of the SWPPP contents and Tenant and user responsibilities there under. The Port of Pensacola has control over the establishment and implementation of all policies relating to storm water activities associated with port docks and tenant areas, including leased premises. All tenants and users shall comply with the most current version of the SWPPP and with the most current Best Management Practices (BMP) applicable to their facilities and operations contained in the document entitled "Port Pensacola BMP's for Potential Pollutant Sources", copies of which are available from the Port Director.

254 **NORMAL WORKING HOURS**
(Effective: September 15, 2005)

The cargo arriving at the Port by truck must be prepared for loading and/or unloading during the normal working hours of the Port unless prior special arrangements have been made and approved by the Port Director and freight handler (reference ITEM 284).

Cargo services performed by the freight handler during other than normal working hours, holidays excepted, will be assessed 165% of the applicable charge provided for in SECTION III or the applicable schedule of rates provided for in ITEM 430 of this Tariff, whichever is greater. When such services are performed by the Port during holiday hours (reference ITEM 237) they will be assessed 250% of the applicable charge provided in SECTION III or the applicable schedule of rates provided in ITEM 430 of this Tariff, whichever is greater, when such service is performed on request.

256 **OILY WASTE DISPOSAL/SHIPS WASTE DISPOSAL**
(Effective: October 1, 2024)

Under the provision of ANNEX I of the INTERNATIONALCONVENTION FOR THEPREVENTION OFPOLLUTION FROM SHIPS, known as MARPOL 73/78, and the United States Coast Guard implementing regulation, PART 158 of TITLE 33 of the CODE of FEDERAL REGULATIONS (33 CFR 158), all terminals and ports which receive tankers or other ocean-going vessels of 400 gross tons or more must make provisions for adequate oily-waste-reception facilities. The application of the Port of Pensacola for its public wharves and facilities for a Certificate of Adequacy (COA) for reception facilities for receipt of oily waste was approved and the COA was issued February 11, 1986.

The firms listed below have indicated to the Captain of the Port that they are interested in contracting their services in receipt of the oily waste. Listing herein does not indicate a preferential recommendation on the part of the Port of Pensacola but merely reflects the firms' desire to function in the above-mentioned capacity and the Captain of the Port's recognition of the firms with respect to the application of the Port of Pensacola. All inquiries should be directed to the Captain of the Port, United States Coast Guard. Any contractor is subject to the applicable regulations for the transfer of oil (33 CFR154.156).

OILY WASTERECEPTION FACILITIES:
Oil Recovery Company Inc.
1101 S. Conception Street
Mobile, AL 36603
PHONE: 251-690-9010

Under the provision of ANNEX V of MARPOL 73/78 PORT RECEPTION FACILITIES FOR **SHIP'S GARBAGE** and separation onboard vessel of various waste and required. Garbage is defined as "all kinds of virtual, domestic and operational waste excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously or periodically." In order to accommodate the need of shipping and commerce through facilities of the Port of Pensacola, the Port has filed an application for a Certificate of Adequacy (COA) with the Captain of the Port, United States Coast Guard, for garbage reception facilities. Applicants for a berth at any facility of the Port of Pensacola shall provide, upon request, the reception facilities which meet the requirements contained in 33 CFR, PARTS 151, 158. Berth applicants shall provide a 24-hour notice of vessel's intent to discharge garbage at any facility of the Port of Pensacola and reception facilities for food, plant, meat, and other potentially infectious waste shall be provided by the berth applicant in accordance with the above and with the requirements set forth in 7 CFR 330 and 9 CFR 94.

Regulated food waste must be handled at the facility approved by the Animal and Plant Health Inspection Service (APHIS). Berth applicants or their designees shall provide the necessary reception facilities when requested to do so for other than APHIS-regulated garbage from any commercial, full-service solid waste form. The firm listed below has indicated to the Captain of the Port that it is interested in contracting its service in this regard and is approved by the United States Department of Agriculture (USDA), APHIS. The listing below does not indicate preferential recommendation on the part of the Port of Pensacola but merely reflects the company's desire to function in the above-mentioned capacity. Qualified contractors are subject to the applicable regulations for the collection and disposal of ship's waste (33 CFR, PART 151, 155, and 158; 46 CFR, PART 25).

SHIP'S REGULATED FOOD WASTE FACILITY:	GENERAL GARBAGE FACILITY:
Dockside Services Inc.	**Waste Pro**
2910 North Palafox Street	**401 West Burgess Road**
Mobile, AL 36633	**Pensacola, FL 32503**
PHONE: 251-438-2362	**PHONE: 850-474-0800**

258 **PALLET RENTAL AND USAGE**
(Effective: September 15, 2005)

As a non-operating, landlord port, the Port of Pensacola does not maintain available for rent or otherwise provide pallets for cargo handling operations. Licensed stevedores and cargo handlers should be prepared to provide sufficient pallets to support their operations at the Port of Pensacola. The Port expressly disclaims liability for any damages, demurrage and/or detention charges, costs, and expenses related to or arising out of any inadequate supply of pallets for cargo-handling operations at the Port. Each user (reference ITEM 164) of the Port whose use of Port facilities for cargo-handling operations causes or gives rise to damages, demurrage and/or detention charges resulting from an inadequate supply of pallets agrees to defend, indemnify and hold harmless the Port from and against any and all such damages, demurrage and/or detention charges, costs and expenses, including attorney's fees related thereto.

259 **PERMIT AND FRANCHISE FEES**
(Effective: July 1, 2019)

Except as published in ITEMS 404a and 404b, the Port of Pensacola does not require the payment of a permit or franchise fee for the privilege of conducting business on the Port property. Any person, firm, or business desiring to conduct business at the Port of Pensacola must obtain a Business Tax Receipt (business license) issued by the City of Pensacola before engaging in any commercial activity at the Port.

260 PILOT SERVICE
(Effective: October 26, 2023)

PENSACOLA PILOTS provide 24-hour service for all vessels entering or leaving the Port of Pensacola. For information concerning pilotage rates, contact:

Pilot Service	Pilot Name	Phone No.
Pensacola Pilots, LLC	Capt. Matthew Meilstrup	(540) 848-4524

261 POTABLE WATER
(Effective: September 15, 2005)

All berths may have or are accessible to pipeline hose connections for potable water **(**ITEM 440**)**.

262 PROJECT CARGO RATES AND RATES FOR SPECIAL SERVICES
(Effective: September 15, 2005)

Project rates and rates for special services not covered in this Tariff will be quoted upon request by the Port Director or designated stevedore or freight handler, if applicable.

264 RADIO EQUIPMENT
(Effective: October 1, 2024)

The following radio channels are designated for radio communication at the Port of Pensacola:

Radio Channel	Use
Channel 16	International Distress, Safety & Calling

265a RESERVED
(Effective: July 1, 2019)

265b RAILCARS - PLACING, LOADING AND UNLOADING
(Effective: September 15, 2005)

Each freight handler will communicate directly with the delivering rail carrier and/or shippers/consignees regarding the placement of loaded railcars at the Port, the pickup of empty railcars from the Port and the loading and unloading of railcars at the Port. Each freight handler will be responsible for all railcar traffic functions (excluding shunting of railcars within Port facilities, see ITEMS 208c and 426) for all cargo it handles including, but not limited to receipt, handling and payment of demurrage bills.

266 RAILROADS
(Effective: September 15, 2005)

The Port of Pensacola facilities are served by the CSX Transportation Inc. (CSX) and Burlington Northern Santa Fe (BNSF) and Alabama Gulf Railroad (AGRR) by reciprocal switching arrangements.

267 REQUIREMENT TO WORK OVERTIME
(Effective: September 15, 2005)

Agents, owners, despondent owners and/or charterers of vessels which have been authorized and accepted for berthing may be required to work overtime on weekdays, Saturdays, Sundays, and Legal Holidays when ordered and to the extent determined by the Port Director in order to expedite the handling of cargo and to avoid cargo and/or vessel congestion. Such an order may include the requirement to work continuously* until completion when considered necessary in the judgment of the Port Director.

Vessels failing to arrive on schedule as published, anticipated or actual facilities congestion and transit- shed overcrowding, including railcar backlog, shall be considered justifiable reasons for requiring vessels to work overtime. All expenses incurred as a result of the requirement to work overtime shall be on the account of the vessel and the Port shall not be liable for any costs associated therewith.

	*Excluding meal periods. ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.
268	**RESPONSIBILITY FOR LOSS OR DAMAGE** **(Effective: September 15, 2005)**
	Except for its own proven negligence, the Port of Pensacola will not be responsible for any damages to or delays from freight or cargo being loaded, unloaded, handled, stored or otherwise present on its facilities; or for loss of any freight or cargo; or for any delay of same caused by or resulting from fire; flood; leakage or discharge from sprinklers, fire-protection systems, water supply pipes, gutters, or downspouts; collapse of buildings; rats, mice, termites, moths, weevils or other insects; frost; rust; mold; corrosion; evaporation; shrinkage; leakage from containers; decay; contamination; discoloration; the elements; or, insufficient notification; nor will it be responsible for any delay, loss or damage arising from insurrections, riots, commotions or strikes of any persons in its employ, or in the service of others; nor for any consequence arising therefrom; nor will it be responsible for freight or cargo on its wharves, or in its transit sheds or warehouses or in the open against the risk of theft, pilferage or non-delivery. All cargo, ships' supplies, ship's gear and equipment, regardless of its location on Port property, will remain in the care, custody and control of the vessel, its agents or the shipper and full responsibility therefore shall be assumed by the vessel, its agents or the shipper.
269	**RIGHT TO REFUSE CARGO** **(Effective: September 15, 2005)**
	The Port of Pensacola reserves the right, without responsibility for demurrage, detention, loss or damage attaching, to refuse to accept, receive or unload or to permit a vessel to discharge and/or load: 1. Cargo for which previous arrangements with the Port Director for space, receiving, unloading or handling have not been made by shipper, consignee or carrier; or 2. Cargo is deemed extra offensive, perishable, hazardous, or detrimental to the safety and health of the public, public property and/or adversely affecting the environment. Where not prohibited by law, the movement of such articles or commodities over or in connection with facilities of the Port of Pensacola is subject strictly to the making of prior arrangement there or with and at the option and convenience of the Port of Pensacola. Loading, unloading, handling, storage and heavy-lift services required or requested on the following cargo will be subject to special quotation. 1. Cargo, the value of which may be determined to be less than the probable terminal charges; Cargo not packed in packages or containers suitable for ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned at the discretion of the Port of Pensacola; and all expense, loss or damage incident thereto will be for the account of the shipper, consignee, owner or charterer.
270	**SHIPPERS REQUESTS AND COMPLAINTS** **(Effective: September 15, 2005)**
	Any interested party may initiate requests or complaints on matters relating to rates, rules and regulations contained in this Tariff by filing a statement fully documenting the request or complaint and mailing to the Port of Pensacola as follows: PORT OF PENSACOLA ATTN: Office of the Port Director

	700 S Barracks St. Pensacola FL 3202
271	**SHUT-OUT CARGO** **(Effective: September 15, 2005)**
	The ocean carrier is responsible for the payment of all storage charges on cargo not lifted by nominated vessels as scheduled. Carriers are required to furnish statements of cargo not lifted within 5 days after departure of vessel. The Port Director reserves the right to order shut-out cargo removed from the terminal facilities at the expense and risk of the vessel, its owners and/or agents upon 24-hours notification to the vessel, its owners and/or agents (reference ITEM 228b).
272	**SIGNS** **(Effective: October 20, 2009)**
	Any signage erected on Port property must be approved in advance by the Port Director (or designee) and must comply with any and all locale sign ordinances and regulations.
273	**SMOKING** **(Effective: September 15, 2005)**
	It shall be unlawful for any person to smoke or to light any match upon or in any Port facility where such is prohibited by the Port of Pensacola, the Pensacola Fire Department or the United States Coast Guard.
274	**SPECIAL SERVICES** **(Effective: September 15, 2005)**
	Special services such as bulking, heavy-lift, separating, sorting, stenciling, tagging, checking, recouping, etc. will be performed and billed by general license stevedores to the party requested such service.
275	**STEVEDORES/FREIGHT HANDLERS and STEAMSHIP AGENTS** **(Effective: October 1, 2025)**
	The Port of Pensacola requires that the loading or unloading of cargo to or from trucks, railcars, vessels and ocean-going barges from or to the place of rest be performed by stevedoring companies or freight handlers which are duly-licensed and authorized by the Port of Pensacola to perform such activities. The Port of Pensacola does not perform or arrange for any loading or unloading of cargo at the Port. All vessels engaged in coastwise and foreign trade calling at the Port of Pensacola must be represented by an agent duly-authorized to do business at the Port of Pensacola.

Licensed Stevedore/Freight Handlers
PATE STEVEDORE COMPANY (a member of the LOGISTEC family of companies)
720A South Barracks Street
Pensacola, FL 32575
Phone: 850-438-3648 / Fax: 850-438-5214
Email: mpate@patestevedore.com

Steamship Agents

Host Agency, LLC
200 South Royal St.
Mobile, AL 36602
Phone: (251) 433-1536
Email: mobile@hostagency.com

~~DSV Marine Services~~ ~~4084-B Government Blvd.~~ ~~Mobile AL 36606~~ ~~Phone: (251) 443-6789~~ ~~Email: cherae.thomassie@dsv.com~~
Great Circle Shipping 3 W. Garden St. Suite 707 Pensacola, FL 32501 Phone: (850) 429-0510 Email: calm@greatcircleship.com
Ross Maritime 1814 ASD Blvd. Building 50, Suite 224 Mobile, AL 36601 Phone: (251) 432-1611 Email: agency@rossmaritimeusa.com
Norton Lilly International One St. Louis St., St. 500 Mobile, AL 36602 Phone: 251-214-6532 Email: pharrison@nortonlilly.com
Page & Jones, Inc. 52 N. Jackson St. Mobile, AL 36602 Phone: 251-287-8700 Email: mlee@pagejones.com
Lott Shipping, Inc. 259 N. Conception St. Mobile, AL 36603 Phone: 251-433-1621 Email: operations@lottship.com
GAC - Shipping 5821 Range line Rd. Unit 104 Theodore, AL 36582 Phone: 251-443-7504 Email: agency.mobile@gac.com
Fillette, Green Shipping 261 N. Conception St. Mobile, AL 36603 Phone: 251-375-2224 Email: mob@fillettegreen.com
Nord-Sud Shipping, Inc. 11 North Water St. Suite 10290 Mobile, AL 36602 Phone: 251-431-7274 Email: nordsudmobile@nordsudshipping.com

276 STEVEDORE LICENSE OR FREIGHT HANDLING PERMIT
(Effective: October 1, 2025)

Each company providing stevedoring or freight handling services and desiring to do business on or in connection with the facilities of the Port of Pensacola shall file a completed Stevedore License or Freight Handling Permit Application accompanied by the necessary supporting information called for therein. See Appendix A of this Tariff for Application, Policy, Rules and Regulations and additional insurance requirements. License/Permit. Fees shall be as follows:

Purpose	Original Application	Annual Fee
Stevedore License	~~$5,000.00~~ $5,150.00	~~$1,000.00~~ $1,030.00
Freight Handling Permit (may not load and unload ships/vessels)	~~$2,500.00~~ $2,575.00	~~$ 750.00~~ $772.50

From and after the effective date of this provision, no stevedoring company or freight handler, whether currently doing business on or in connection with the facilities of the Port of Pensacola or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Stevedore License or Freight Handlers Application, accompanied by the appropriate application fee and other required documents, has been received and approved by the Port of Pensacola.

277a STORAGE INVOICES
(Effective: July 1, 2019)

The Port of Pensacola will invoice storage charges to the agent or company shown on the manifest or fright waybill records in the Port office. When billing is rendered to an owner of cargo on instructions of the agent, such agent assumes full guarantee of the owner's credit and after 60 days will remit all unpaid charges, including delinquency penalties, to the Port of Pensacola. Changes of title for the purpose of invoicing another person or company for any or all charges contained in this Tariff will be subject to the provisions of ITEM 209.

Except as otherwise provided in this Tariff, storage charges will be for the account of the cargo owner. In the event storage charges are not paid, the Port of Pensacola reserves the right to refuse to accept any future cargo from the delinquent cargo owner until such time as all outstanding storage invoices have been paid. The Port further reserves the right, at the discretion of the Port Director, to hold and refuse to release any cargo upon which there are any unpaid storage charges.

When a vessel fails to meet the announced date of arrival/sailing, for any reason, storage charges accruing after such date shall be assessed for the account of the vessel until the vessel commences to load.

Any arrangements for the payment of storage charges in conflict with the regulations stated herein must be approved in advance by the Port Director.

277b STORAGE, STAGING AND ASSEMBLY OF NON-CARGO AND MATERIALS (N)
(Effective: May 1, 2014)

The Port of Pensacola, at its sole discretion, shall determine what constitutes cargo and what constitutes non-cargo equipment and materials.

Staging, storage, and assembling of non-cargo equipment and materials on Port terminal facilities will be subject to adherence to directives of the Port's Director or designee. Storage, staging and assembling of materials and equipment as required for vessel repair or alterations and other materials not deemed as cargo, will be allotted a "Free Time" period of no more than 72 hours prior to the arrival of the vessel and of not more than 72 hours after the departure of the vessel. In recognition of emergencies, congestion of facilities, or other similar factors, free time may be reduced or extended at the discretion of the Port Director, or designee.

	Free Time is defined as a specified number of days or hours during which materials and equipment may remain on the wharf or terminal premises without incurring Port Charges. See ITEM 228a-228e for details. The Port retains the right to enter into agreement with consignees and their agents concerning rates and services relating to staging, storage and assembling of equipment materials at Port facilities.
278	**STORM PROTECTION** **(Effective: September 15, 2005)**
	The owners and/or agents of all cargo stored in open areas at the Port of Pensacola shall be responsible for securing it so as to avoid damage to it or other property resulting from hurricanes or other disturbances. If the owner and/or agents fail to provide such security, the Port of Pensacola shall have the right to secure such cargo, or order the last stevedoring company handling the cargo to protect it against such possible damage and to charge the cost thereof against the owner and/or agent of the cargo, plus 25%. The Port of Pensacola assumes no responsibility for damage to cargo resulting from hurricanes, floods or other disturbances.
279	**SUBSTITUTION OF VESSELS** **(Effective: September 15, 2005)**
	When, in the opinion of the Port Director, circumstances arise that are considered beyond the control of the steamship owner or agent and are such so as to prevent a vessel from lifting her assigned outward cargo, then another vessel may be substituted to lift such cargo, provided that the substitute vessel and/or charterer/operator accepts the loading date of the original vessel and pays all applicable charges based on such loading date. Once a vessel begins to load her outward cargo, any quantity of such cargo not lifted shall be classified as "shut-out cargo" (reference ITEM 271).
282a	**TARIFF - APPLICATION AND INTERPRETATION OF** **(Effective: May 1, 2014)**
	The charges, rates, rules and regulations published in this Tariff shall apply equally to all users of, and all traffic on the waterways and facilities owned by, operated by or under the jurisdiction of the Port of Pensacola, on or after the effective date of this Tariff or any supplements thereto. The Port of Pensacola reserves the right to negotiate and establish rates through separate contracts, terminal leases, or operating agreements, or to offer volume or frequency discounts as may be deemed appropriate by the Port Director. The Port Director shall be the sole judge to interpret and determine the applicability of any of the rates, rules, regulations or services provided for in this Tariff.
282b	**TARIFF - CONSENT TO TERMS** **(Effective: September 15, 2005)**
	The use of waterways, piers, wharves, bulkheads, docks, transit sheds and/or other facilities under the jurisdiction of the Port of Pensacola shall constitute consent to the terms and conditions of this Tariff, and such use establishes an agreement regarding the port facilities to promptly pay all charges specified in this Tariff upon presentation of invoices. All users agree to be bound by and governed by all rules and regulations published herein.
283	**TIDES** **(Effective: September 15, 2005)**
	The normal mean tidal range in Pensacola Bay is 0.6'. The extreme tidal range is about 2'. Strong southeasterly winds sometimes raise the water level approximately 1' in the bay, while strong northeasterly winds lower the level about 1' in the bay.
284	**TRAFFIC VIA MOTOR CARRIER** **(Effective: September 15, 2005)**

	To ensure efficiency in the use of Port facilities shippers/receivers are urged to give 24-hour advance notice of their intention to pick up cargo from or deliver cargo to the Port. The Port reserves the right to postpone the pickup or delivery of cargo until an opportune time in the event of an unscheduled request for pick-up or delivery but the Port will make every reasonable effort to accommodate all pick-up and delivery requests. Unless special arrangements have been approved by the Port Director or designated representative and the designated cargo handler, pickup and delivery activities should commence not later than 1500 hours, Monday through Friday. The freight handler is responsible for notifying the Port Director or his designated representative for approval prior to the commencement of any activity outside of normal working hours. The Port of Pensacola assumes no responsibility for demurrage associated with motor carrier pick-up or delivery. ITEM 245 LIABILITY, EXCULPATORY PROVISION, of this Tariff applies to this disclaimer.
285	**TRESPASSING** **(Effective: September 15, 2005)**
	Unless otherwise specified in a contractual agreement between a user of the Port and the Port of Pensacola, the Director of the Port of Pensacola or his designee has the authority to restrict or prohibit any person's access to any portion of Port property. To enhance security, promote public safety and efficient operations, the Director of the Port of Pensacola may restrict or prohibit any individual's access to any portion of Port property. This includes all land, facilities, buildings and offices; open and covered cargo storage areas; cargo sheds; all docks, including entry and exit ways; all equipment, machinery, railroad rights-of-way and roadways which are owned, controlled or operated by the Port. Persons entering Port facilities without proper authorization shall be considered trespassers and may be subject to civil or criminal action as appropriate. The Port Director or his designee may initiate the enforcement of the trespass laws of the State of Florida against any person or persons who the Port Director or his designee determines is a threat to the peace, security, public safety or efficient operations of the Port of Pensacola.
286	**TUG SERVICE** **(Effective: April 19, 2024)**
	The Port of Pensacola does not provide tug assistance for docking and undocking vessels at berths or slips. Instead, this service is offered by licensed towing companies. The port enforces a mandatory tug utilization policy, requiring all vessels over 350 feet in length to employ at least one tug for assistance with channel transit, docking, and undocking during both arrival and departure. This requirement may also apply to vessels under 350 feet if deemed necessary by the Port of Pensacola or the harbor pilot. Beyond this, any additional use of tugs is at the discretion of Portside Marine & Towing and the harbor pilot. Portside Marine & Towing, located at the Port of Pensacola, is the resident harbor tug service provider and can be contacted at (850) 777-1285.
288a	**VESSEL(S) - SPEED** **(Effective: September 15, 2005)**
	No vessel shall proceed at a speed which will endanger other vessels or structures. Any official signs indicating limited speeds through critical portions of the waterways shall be strictly obeyed. All applicable Federal, State, and local rules and regulations apply.
288b	**VESSEL(S) - TO VACATE** **(Effective: July 1, 2019)**

	The Port may order any vessel to vacate any berth when the Port deems that the continued presence of such vessel at berth would be a potential hazard to the vessel, the berth, the Port's facilities, or the rights or property or safety of others, or would unreasonably interfere with the use of the Port's facilities by others. Such situations include, but are not limited to the following: when a potential natural disaster, such as a hurricane, tornado, earthquake or flooding, makes the continued presence of the vessel a threat to the vessel and/or the Port's facilities; when the berth is committed to others under a preferential berth arrangement or other agreement; when the vessel's cargo or other items represent a hazard to other vessels, cargo or facilities; and when the vessel refuses to work continuously to completion of its loading and/or discharge. The Port shall provide written notice (letter, facsimile or electronic transmission, etc.) to the vessel's agents, owners, despondent owners and/or charterers of vessels or party arranging for berthing of the vessel advising of the requirements to vacate and referring to this tariff item in the communication. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time. If a vessel fails to vacate the berth as ordered, without reasonable excuse, it shall be responsible for any damage or expense which may be incurred by the Port and to others caused by such failure to vacate. The Port shall have the option (but not the duty) to move the vessel to other locations at the risk and expense of the vessel. If such movement occurs, the vessel shall hold harmless the Port for any damage or liability it may incur as a result of such movement. Failure to comply with an order to vacate will result in a penalty charge to the vessel of triple the applicable dockage rate. This charge shall not constitute a waiver by the Port of any greater actual damages it may sustain as a result of the vessel's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges. When a working vessel is required to vacate an assigned berth for the purpose of making way for another vessel which has preferential berthing privileges at such berth and subsequently returns to that berth to
	complete loading or discharging of cargo, dockage charges will be assessed on the total time the vessel actually occupies that berth and the separate berthing's will be treated as one continual berthing.
288c	**VESSEL(S) - LIGHTS AT NIGHT** **(Effective: July 1, 2019)**
	All vessels, barges, or other water craft, while anchored in the waterways or moored at the docks of the Port of Pensacola, must at all times of the night show proper lights as determined by the U.S. Coast Guard.
288d	**VESSEL(S) - MANNING OF AND MOBILE CONDITION** **(Effective: July 1, 2019)**
	Every vessel must at all times have on board at least one licensed officer in charge to take any action as may be directed by the Port Director, and every vessel must at all times be kept in a mobile condition and have on board sufficient crew members to operate or handle the vessel should movement of the vessel be ordered by the Port Director. Written request must be made to and approved by the Port Director prior to any complete shutdown of all propulsion machinery for repairs or otherwise. Vessels calling at Offshore Inland Marine's vessel modification, maintenance, repair & overhaul (MMRO) facility for 30 or more consecutive days may be exempted from the requirements of this section. Such an exemption must be requested in writing by Offshore Inland and approved by the Port Director in advance of the subject vessel's scheduled arrival. Such requests must include the specific provision(s) from which the exemption is being sought, the date or dates during which the exemption is requested, and Offshore Inland's plan to address and mitigate any potential issues caused by the exemption.

	Vessels failing to comply with this provision are subject to three times the normal dockage rate as provided in ITEM 400 and subject to the provisions of ITEM211.
288e	**VESSEL(S) – MOORING** **(Effective: September 15, 2005)**
	All vessels shall be safely moored and properly secured to the dock at all times. Mooring lines are to include rat guards. The Port of Pensacola is not a bailee and does not assume any liability for improperly-moored vessels.
288f	**VESSEL(S) – MOVEMENTS, REGULATION OF** **(Effective: September 15, 2005)**
	The Port of Pensacola shall regulate vessel movements within its jurisdiction by: 1. Scheduling vessels for use of berth, anchorage or other facilities at the Port; 2. Ordering and enforcing a vessel to vacate or change position at a berth, anchorage or other facility in order to facilitate navigation, commerce or protection of other vessels or property; 3. Designating port facilities for the loading or discharging of vessels; 4. Assigning berths at wharves for arriving vessels; Published pursuant to Chapter 313.22, Florida Statutes, as amended.
288g	**VESSEL(S) - NUISANCE CREATED BY** **(Effective: September 15, 2005)**
	No vessel shall permit excessive smoke, clean boilers, blow tubes, or create similar conditions while the vessel is in the channel, turning basin, or in a berth. Except as provided by law, the blowing of whistles and horns is prohibited.
288h	**VESSEL(S) - SUBJECT TO PILOTAGE** **(Effective: September 15, 2005)**
	1. All vessels, except vessels exempted by the laws of the United States or vessels drawing less than 7' of water, shall have a licensed State pilot or certified deputy pilot on board to direct the movements of the vessel when entering or leaving ports of this State; or when underway upon the navigable waters of the bays, rivers, harbors and ports. 2. Nothing contained herein shall be construed to deny the services of a licensed State pilot to a vessel otherwise exempt who applies for such service. Published pursuant to Chapter 310.141, Florida Statutes, 2000.
292	**WEIGHING** **(Effective: February 15, 2009)**
	Highway scales are available at the Port of Pensacola and operated by private terminal operators. Contact information for these operators is available upon request.
293	**WHARF CLEANING** **(Effective: July 1, 2019)**

	All users of docks, wharves, sheds and other property of the Port of Pensacola shall be held responsible for cleaning of said property which they have been allowed to use or which has been assigned or leased to them, including adjacent aprons, yards open storage areas, rail tracks, roadways and gutters, as directed by the Port of Pensacola. If such user does not clean the docks, wharves or other property he has been using to the standards set by the Port of Pensacola within 72 hours of notice, the Port of Pensacola shall order the property cleaned and shall bill the user responsible at cost plus 20% as set forth in ITEM 430. In the case of docks, wharves and berth aprons used for vessel operations, such facilities must be cleaned to the standards set by the Port of Pensacola within 72 hours of the conclusion of vessel operations and no additional notice from the Port to the vessel's attending stevedore shall be required. All litter, dunnage, and refuse of all kinds must be cleaned up and disposed of at the end of each day and freight must be re-stacked as found, otherwise the work will be performed by the Port and the Port will bill the user responsible at cost plus 20% as set forth in ITEM 430.
294	**WHARF OBSTRUCTION** **(Effective: July 1, 2019)**
	Stevedore's, Port tenants and other Port users' tools, appliances, equipment, gear, vehicles or other material or objects which are not part of the cargo or other approved operations will not be permitted to remain on the wharves or terminal facilities except at the discretion of the Port Director. If such obstruction is not removed within 24 hours after notification by the Port Director, such equipment and material will be stored and $250.00 charged for each day it remains unclaimed; together with expense of removal, storage or sale.
295	**WHARF/TERMINAL LIGHTS; TRANSIT SHED USE** **(Effective: October 1, 2025)**
	Transit sheds are open for business from 0800 hours to 1700 hours, Monday through Friday, excluding holidays. Requests to utilize sheds on weekends, holidays, and before 0800 hours or after 1700 hours must be made to the Port Operations Superintendent a minimum of four (4) hours preceding the time requested. The agent, stevedore or freight handler making the overtime request is responsible for payment of a charge amounting to ~~$200.00~~ $206.00) per night or fraction thereof. Said charge includes wharf and terminal lights whether or not both are utilized by the requesting party. Nighttime operations conducted by non-cargo vessels must also be approved a minimum of four (4) hours in advance by the Port Operations Superintendent, and these operations will also be subject to a wharf and terminal lights fee of ~~$200.00~~ $206.00 per night or fraction thereof. Vessels ordered to work overtime by the Port Director are exempt from this charge.
296a	**WHARFAGE – EARNED** **(Effective: September 15, 2005)**
	All cargo moved over or placed on a wharf, in transit sheds, covered storage sheds, open storage areas, shipside or on any port-owned property, land or facilities shall be considered to have earned wharfage when so placed and wharfage will be collected on it whether or not it is eventually loaded on a vessel. No wharfage charges will be assessed on ships' stores.
296b	**WHARFAGE – RATE FOR CARGO MOVING DIRECTLY BETWEEN WATER AND WATER CARRIER** **(Effective: September 15, 2005)**
	Half-wharfage is applicable on any commodity being loaded or unloaded directly between vessels and barges or any combination thereof.
296c	**WHARFAGE – RATE FORTRANSSHIPMENT CARGO** **(Effective: September 15, 2005)**

Import cargo which is to be reshipped in waterborne commerce from the Port of Pensacola will be assessed one-half (1/2) of the applicable wharfage rate outbound.

In order for cargo to be entitled to the transshipment cargo wharfage rate, the owner's agent must designate in writing prior to vessel arrival that such cargo is to be reshipped.

Terminal Tariff 5-A

SECTION THREE– WHARFAGE, LOADING, AND UNLOADING RATES

(All rates are per weight or measurement ton, whichever is greater, unless otherwise specified)

300 ARTICLES NOT OTHERWISE SPECIFIED (NOS)
(Effective: October 1, 2025)

Specifications	Wharfage	Unloading	Loading
Loose/Packages	$3.00 $3.40	Contact Pate Stevedore	
Pallets/Pre-Palletized	$3.00 $3.40		

302 ALUMINUM, VIZ
(Effective: October 1, 2024)
PLATE, SHEET ROOFING, SCRAP WHEN IN BUNDLES OR OTHER PACKAGES
WIRE OR CABLE WHEN ON REELS WEIGHING NOTLESS THAT 1,000 POUNDS

Specifications	Wharfage	Unloading	Loading
To/From Trucks or Flat/Rack Cars	$2.25	Contact Pate Stevedore	
To/From Boxcars	$2.25		

306 BAGGED PRODUCTS, VIZ
(Effective: October 1, 2024)

GRAIN, GRAIN PRODUCTS, GRAIN FLOUR OR MEAL, BEANS, LENTILS, PEAS, OTHER BAGGED PRODUCTS

Specifications	Wharfage	Unloading	Loading
Bags/Sacks/Packages –	$2.25	Contact Pate Stevedore	
Palletized – Flatbed Truck Loading Only	$2.25		

Product	Specifications	Wharfage	Unloading	Loading
MILK: (DEHYDRATED/POWERED)	Bags/Sacks/Packages	$2.25	Contact Pate Stevedore	
	Palletized – Flatbed Truck Loading Only	$2.25		
ROLLED OATS	Bags/Sacks/Packages	$2.25		
RICE/RICE PRODUCTS	Bags/Sacks/Packages	$2.25		
MISCELLANEOUS (NOS)	Bags/Sacks/Packages	$2.25		
	Pallets/Pre-Palletized	$2.25		

308 BEVERAGES
(Effective: October 1, 2024)

Specifications	Wharfage	Unloading	Loading
All Kinds, per barrel	$0.20	Contact Pate Stevedore	

310 BULK MATERIALS, DRY
(Effective: October 1, 2025)

Product	Specifications	Wharfage	Unloading	Loading

	NOTOTHERWISE SPECIFIED (NOS)	Railroad Cars/Dump Trucks	~~$2.25~~ $3.40	Contact Pate Stevedore
	AGGREGATE, VIZ. (LIMESTONE/GRANITE/DREDGE MATERIAL/RIP RAP/ROCK)	From Self-Unloading Vessels To or From Railcars/Trucks	~~$2.25~~ $3.40	Contact Pate Stevedore
	BAUXITE	From Self-Unloading Vessels To or From Railcars/Trucks	~~$2.25~~ $3.40	
	CEMENT/CEMENTPRODUCTS, GYPSUMROCK, PUMICE, SALT ANDALL OTHER	Bulk Covered Hopper Cars/Dump Trucks	~~$2.25~~ $3.40	

312 **COTTON/COTTON LINTERS/RESINS IN BALES**
(Effective: October 1, 2024)

Specifications	Wharfage	Unloading	Loading
in bales	$2.25	Contact Pate Stevedore	

314 **IRON/STEELARTICLES, VIZ**
(Effective: October 1, 2025)
ANGELS, BARS, BEAMS, BILLETS, CHANNELS, COILS, FLANGES, FLATS, PILING, PIPE, PLATES, RAILS, REBAR'S, ROUNDS, SLABS, AND TIN PLATE

Specifications	Wharfage	Unloading	Loading
Lifts/Bundles–To/From Flatbed Trucks; Proper Skids/Dunnage and Bundled/Packaged Properly for Forklift Equipment;	~~$2.25~~ $3.40	Contact Pate Stevedore	
To/From Source (Other Than Flat Cars/Flatbed Trucks); Requiring Use of Crane; Proper Dunnage and Bundled/Packaged Properly for Wire Slings.	~~$2.25~~ $3.40		

NOTE:
In connection with above rates and charges, iron or steel articles such as flat stack, angles, reinforcing bars, foot lengths, or other articles that are not sufficiently packaged or reinforced to prevent bending or other damage when handled with forklift, trucks or cranes, will be handled only at owner's risk with no liability for damages resulting from to the Port of Pensacola.

316 **LIME**
(Effective: October 1, 2025)

Product	Specifications	Wharfage	Unloading	Loading
LIME HYDRATE	Bags/Pallets	~~$2.25~~ $3.40	Contact Pate Stevedore	
LIME	Jumbo Sacks	~~$2.25~~ $3.40		
	Bulk	~~$2.25~~ $1.00		

318 **LUMBER, VENEER/FOREST PRODUCTS**
(Effective: October 1, 2025)

Product	Specifications	Wharfage	Unloading	Loading

	LUMBER: (Uniform in Size; Unitized Requiring Only Mechanical Equipment)	All	~~$3.00~~ $3.40	Contact Pate Stevedore
	PLYWOOD – BUNDLES: (SHEETROCK/DRYWALL/GYPSUM BOARD, etc.)	All	~~$3.00~~ $3.40	
	SHINGLES: (PALLETS/SKIDS)	All	~~$3.00~~ $3.40	
	TIES: (RAIL/CROSS/STITCH) And TIMBERS (6x6 and over)	Flatbed Trucks/Flat Cars	~~$2.25~~ $3.40	
		Open Top Cars	~~$2.25~~ $3.40	
	LOGS/POLES/POSTS/PILING: (65ft. or Less)	Flatcars/Trucks - Bundles	~~$2.25~~ $3.40	
		Flatcars/Trucks - Loose	~~$2.25~~ $3.40	
		Open Cars/Open Top Flatcars - in bundles	~~$2.25~~ $3.40	
	LOGS/POLES/POSTS/PILING: (Over 65 ft.)	Flatcars/Trucks - Bundles	~~$2.25~~ $3.40	
		Flatcars/Trucks - Loose	~~$2.25~~ $3.40	
		Open Cars/Open Top Flatcars - in bundles	~~$2.25~~ $3.40	
	LUMBER/PLYWOOD: (Exception)	Flatbed Trucks – Bundled and/or Packaged Properly for Fork Handling	~~$2.25~~ $3.40	

320 **MAGNESITE, DEAD/BURNT/CALCINED**
(Effective: October 1, 2024)

Product	Specifications	Wharfage	Unloading	Loading
POLYBAGS	Flatbed Trucks	$2.25	Contact Pate Stevedore	
POLYBAGS	Open Top Flatbed Trucks	$2.25		
BULK	Covered Hopper Cars/Dump Trucks	$2.25		

322 **METAL/ALLOY, VIZ**
(Effective: October 1, 2024)
ALUMINUM(BAR, BLOCK, INGOT, PIG OR SLAB), TIN (BAR, BLOCK, PIG, SLAB), ZINC AND ZINC ALLOYS (PIG OR SPELTER) WHEN IN BUNDLES

	Specifications	Wharfage	Unloading	Loading
	Boxcars/Vans	$2.25	Contact Pate Stevedore	
	Flatbed Trucks	$2.25		

324 **PAPER/PAPER ARTICLES/WOOD PULP**
(Effective: October 1, 2025)

Product	Specifications	Wharfage	Unloading	Loading
PAPER: (WASTE/SCRAP)	Baled	~~$2.25~~ $3.40	Contact Pate Stevedore	
FIBERBOARD/LINERBOARD/ NEWSPRINT/PULPBOARD, WRAPPINGPAPER	Rolled	~~$2.25~~ $3.40		
WOODPULP/WOOD FLOUR	Boxcars/Vans and Rolls/Other Units	~~$2.25~~ $3.40		

326 **RUBBER**
(Effective: October 1, 2025)

Product	Specifications	Wharfage	Unloading	Loading
NATURAL/SYNTHETIC (**Not** LIQUID/LATEX)	Baled/Packaged (**Not** Palletized)	~~$2.25~~ $3.40	Contact Pate Stevedore	
	Palletized/Unitized	~~$2.25~~ $3.40		

328 **VEGETABLE OILS**
(Effective: October 1, 2025)

Specifications	Wharfage	Unloading	Loading
Barrels, Drums, Boxes or Cases	~~$2.25~~ $3.40	Contact Pate Stevedore	
Palletized for Mechanical Handling	~~$2.25~~ $3.40		

330 **VEHICLES, VIZ**
(Effective: October 1, 2024)
AUTOMOBILES, BUSES, TRACTORS, TRUCKS, MOTORIZED VEHICLES, MOBILE HOMES, CRANES, RAILROAD CARS, PER UNIT, UNLESS OTHERWISE SPECIFIED

Product	Specifications	Wharfage	Unloading	Loading
AUTOMOBILESAND TRUCKS		$30.00	Contact Pate Stevedore	
TRACTORS / COMBINES / AGRICULTURALIMPLEMENTS / MILITARY JEEPS & HUMVEES		$30.00		
ARMORED PERSONNEL CARRIERS/ MILITARYTANKS		$50.00		
MOTOR HOMES/ MOBILE HOMES/ HOUSE TRAILERS / PASSENGER BUS/SELF-PROPELLED CAMPING VEHICLE		$100.00		
GRADING/ROADMAKING MACHINERY		$30.00		
RAILROAD CARS – EMPTY		$30.00		
RAILROAD CARS – LOADED	Per net ton of contents	$3.00		

Terminal Tariff 5-A

SECTION FOUR – GENERAL CHARGES

400 **DOCKAGE RATES** (GSMTC)
(Effective: October 1, 2025)

All vessels subject to a $515? minimum:

ALLOCEAN-GOING VESSELS - INCLUDING OCEAN-GOING BARGES:

LENGTH OVERALL	LENGTH OVERALL	LENGTH OVERALL	RATEPER FOOT (*) PER 24 - HOURS
Over (in Feet)	Not Over (in Feet)	Not Over (in Meters)	(Except as Otherwise Provided)

0	199	60.70	~~$3.62~~ $3.73
200	399	121.60	~~$4.75~~ $4.90
400	499	152.10	~~$6.46~~ $6.65
500	599	182.60	~~$8.68~~ $8.94
600	699	213.10	~~$10.08~~ $10.38
700	799	243.50	~~$12.78~~ $13.17
800	899	274.20	~~$15.40~~ $15.87
900	And Over		~~$18.43~~ $18.98

BARGES:

	LENGTH OVERALL	**LENGTH OVERALL**	**RATE PER 24-HOURS**
	Over (in Feet)	**Not Over (in Feet)**	
	0	199	~~$325.00~~ $335.00
	200	And Over	~~$400.00~~ $412.00

OTHER:

TUGS (not serving the Port), FISHING VESSELS, PLEASURE BOATS and OTHER WATERCRAFT	**LENGTH OVERALL**	**LENGTH OVERALL**	**RATEPER FOOT (*) 24 - HOURS**
	Over (in Feet)	**Not Over (in Feet)**	
	0	And Over	~~$5.00~~ $5.15

(*) Reference ITEMS 221a - 221d.

NOTE 1:

One full day's dockage will be assessed for each 24-hour day or fraction thereof. Any vessel undocking within two (2) hours of expiration of its last 24-hour increment will not be billed an additional day's dockage.

NOTE 2:
The dockage will be computed on length overall as listed in Lloyd's Register of Shipping or Certificate of Registry or other official document deemed acceptable by the Port Director.

NOTE 3:
Ocean-going vessels in "repair" or "layup" status making application for lay berth in advance of docking may be granted ONLY if approved by the Port Director. Lay berth dockage will be assessed at 75% of the applicable published tariff rate.

1) Vessels permitted to arrive at the dock at least 24 hours prior to starting work may apply for lay berth status.

2) Requests for lay berth status will not be considered once a vessel has docked, except that vessels permitted to remain at berth after completion of work my apply for lay berth status to commence upon expiration of the last billing period for that vessel's working status. Such requests MUST be made prior to the vessel sailing.

NOTE 4:
Tugs will be exempt from dockage when landing tows. Tugs waiting in assist of ocean-going barges that are working will be exempt from dockage.

NOTE 5:
The Port Director may, subject to berth availability, intended use, length of stay, absence of interference with other Port of Pensacola users and activities, and other criteria as may from time to time be established by the Port Director, grant reduction of dockage.

NOTE 6:
The Port Director may assess additional charges to vessel for various activities conducted while moored at Port of Pensacola.

404a **FRANCHISE FEES – HANDLING GENERAL LICENSE**
(Effective: October 1, 2025)

Each stevedore company and freight handler performing handling operations at the Port of Pensacola in accordance with a franchise issued by the Port, will be allowed to handle cargo and will be assessed the following charges for the privilege of cargo handling and for maintenance of facilities at the Port. Also applicable on self-loading and self-unloading vessels.

Specifications	Fee
All General Cargo (including container contents)	~~$0.40 (Per Ton)~~ $0.42 (Per Ton)
Bulk Cargo	~~$0.20 (Per Ton)~~ $0.21 (Per Ton)
Minimum Charge Per Rail Car	~~$30.00 (Each)~~ $30.90 (Each)
Minimum Charge Per Truck/Van/Container/Trailer	~~$10.00 (Each)~~ $10.30 (Per Ton)

404b **FRANCHISE FEES – STEVEDORES**
(Effective: October 1, 2025))

Each stevedore company loading and/or unloading vessels at the Port of Pensacola in accordance with a franchise issued by the Port will be assessed the following charges for the privilege of conducting their operations and for maintenance of facilities at the Port. Also applicable on self-unloading and self-loading vessels.

Specifications	Fee
All General Cargo (Including Container Contents)	~~$0.40 (Per Ton)~~ $0.42 (Per Ton)
Bulk Cargo	~~$0.20 (Per Ton)~~ $0.21 (Per Ton)

408 **HARBOR FEES**
(Effective: October 1, 2025)

All vessels engaged in foreign, coastwise or intra-coastal trade, operating at the Port of Pensacola, shall be assessed a harbor fee based upon the registered length of the vessel, to defray the expense of the administration and maintenance of the port and harbor.

LASH and SEABEE barges are exempt only when the barge-carrying vessel (mother vessel) is assessed the harbor fee.

LENGTH OVERALL Over (in Feet)	LENGTH OVERALL Not Over (in Feet)	RATE PER VESSELCALL
0	199	~~$250.00~~ $258.00
200	399	~~$500.00~~ $515.00
400	499	~~$750.00~~ $773.00
500	599	~~$850.00~~ $876.00

600	799	~~$1,000.00~~ $1,030.00
800	And Over	~~$1,100.00~~ $1,133.00

410 LINE-HANDLING
(Effective: July 1, 2019)

The service of line handling for mooring, unmooring and shifting of vessels is performed by service providers authorized to conduct business at the Port of Pensacola. Any concern performing line handling services at the Port of Pensacola must be insured in accordance with the policy types and limits specified in ITEM 241a. Firms currently authorized to perform line handling services at the Port of Pensacola are:

Pate Stevedore Company (850-438-3648), Portside Marine & Towing (850-777-1285), and Offshore Inland Marine (850-912-6966).

412 PILOT BOAT FEES
(Effective: October 1, 2022)

All vessels utilizing Pensacola Pilots will be charged a pilot boat fee of $950.00. This fee covers the costs associated with capital boat replacement, operator salaries, and operational and maintenance expenses. The service will be provided through a contract with Pensacola Launch Services LLC, which will also issue invoices for this service.

414 FACILITY MAINTENANCE FEE
(Effective: October 1, 2025)

International vessels utilizing the Port of Pensacola facility will be subject to a facility maintenance fee of ~~$700.00~~ $721.00 if deemed applicable. This fee is intended to offset the costs associated with customs declarations, safety and security inspections, enforcement activities, and immigration checks.

420 PASSENGER WHARFAGE RATES
(Effective: October 1, 2025)

Specifications	Fee Per Passenger
Cruise Homeport Operations	~~$15.00~~ $15.45
Cruise Port of Call Operations	~~$10.00~~ $10.30
Persons aboard cargo, research or other commercial vessels booked as Passengers	~~$15.00~~ $15.45
Ferry, day cruise, dinner cruise and other operations using Pensacola Ferry Terminal dock	~~$ 5.00~~ $5.15

426 RAILCAR SHUNTING
(Effective: October 1, 2024)

Lessees and Terminal Operators owning or leasing their own railcar mover(s), track mobile(s), yard engine(s) or other railcar moving devices deemed acceptable by the Port Director, may shunt (switch) railcars consigned to their terminals utilizing their owned or leased equipment and shall do so in accordance with any and all rules, regulations, restrictions, policies or procedures that may be imposed at any time at the full discretion of the Port Director including, but not necessarily limited to, restrictions on the speed, weight or numbers of railcars permitted to be shunted in a single move. Any violation of such rules established by the Port may result in the loss of railcar shunting privileges.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception assume and accept all liability and responsibility for any and all injury to persons or damage to property that may be caused as result of the actions of the Lessee or Terminal Operator or its employee(s) or agent(s), including any and all damage to tracks, switches, spurs, turnouts, and other infrastructure regardless of the condition of said infrastructure at the time the damage occurred as well as full responsibility for safely righting any and all derailments, including paying any and all costs for related emergency response that may be required.

In any and all cases of injury to person(s) or damage to property, a complete, detailed incident report shall be filed with the Port of Pensacola Cargo Operations Superintendent no later than 0830 the next regular business day. Said report shall include, at a minimum, the date, time and location of the incident, detailed

narrative describing the occurrence, a detailed listing of all resulting injuries and property damage, and the full names of all equipment operator(s), signal men, watchmen, and/or shunting crew members involved, and the name and full contact information for the Lessee or Terminal Operator on whose behalf shunting operations were be conducted. All incident reports will be maintained on file with the Port of Pensacola. All incidents will be tracked and based on incident volumes, incident severities, or a combination thereof, the Port Cargo Operations Superintendent may, at any time, revoke any operator's authority to conduct railcar shunting operations at the Port of Pensacola.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception must maintain on file with the Port of Pensacola a Hold Harmless Agreement signed annually by the Lessee or Terminal Operator and all employees or agents authorized to conduct shunting on its behalf as well as a complete, up-to-date listing of all employees and agents authorized to conduct shunting activities on its behalf.

428 **RAILCAR STORAGE**
(Effective: October 1, 2024)

Working railcars arriving at the Port of Pensacola for either loading or discharge shall be afforded 5 calendar days free dwell time on port beginning immediately upon arrival in order to allow sufficient time for the railcar to be received, worked and removed from the port. After 5 calendar days, storage shall be assessed at a rate of $5.00 Per Railcar, Per Day.

429 **RAILTRACK USAGE & MAINTENANCE FEE**
(Effective: October 1, 2025)

Lessees and Terminal Operators conducting their own railcar shunting in accordance with **ITEM 426** shall pay to the Port a Rail Track Usage & Maintenance Fee of ~~$30.00~~ $60.00 per railcar moved. Rail Track Usage & Maintenance Fees will be invoiced to Lessees and Terminal Operators at the beginning of each month for the prior month's activity as tracked by the Port Operations Division.

430 **SCHEDULE OF MISCELLANEOUS LABOR RATES AND RENTAL CHARGES**
(Effective: October 1, 2025)

The Port of Pensacola does not furnish equipment with labor or supplies, except in the event of a special emergency situation or to perform other-than-normal cargo operations. A specific request for the use of Port labor, equipment, or supplies must be submitted to and approved by the Port Director in advance. When such requests are approved by the Port Director, the following charges will be assessed:

LABOR - Per Hour:

Specifications	Fee
Supervisors	~~$125.00~~ $129.00
Mechanics & Equipment Operators	~~$100.00~~ $103.00
Laborers	~~$75.00~~ $78.00
Security Officers ~~(With 30 Hours Advance Notice)~~	~~$75.00~~ $78.00
~~Security Officers (With Less Than 30 Hours Advance Notice)~~	~~$75.00~~

The rate for overtime, including Saturday and Sunday, will be 1 1/2 times the regular rate. The rate for overtime on Legal Holidays (as described in ITEM 237) will be 2 1/2 times the regular rate. Overtime will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays which will be subject to a minimum charge of 4 hours. After minimum has been met, billing minimum is in 1/2 hour increments. The 2-hour minimum charge will not apply to the hours between 0700 and 0800 and 1700 and 1800, weekdays.

EQUIPMENT:

Specifications	Per Day Fee	Per Week Fee
ITEM	**(8 Hours)**	**(40 Hours)**
Forklift (8,000 lb. Capacity)	$400.00	$1,600.00

	Forklift (10,000lb. Capacity)	$500.00	$2,000.00
	Forklift with Operator	$750.00	$3,000.00
	Sweeper with Operator	$750.00	$3,000.00
	Work Boat with Operator	$1,350.00	$5,400.00
	Patrol/Pilot Boat with Operator	$800.00 (per trip)	N/A

Sweeper/forklift with operator rental and boat with operator rental will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays, which will be subject to a minimum charge of 4 hours. The Port of Pensacola will not rent sweepers or boats without a Port operator. Forklift rentals commence at 0800 hours and ends at 1700 hours, Monday through Friday. Forklifts will be rented with a full tank of gas and returned with a full tank. Failure to fill the tank prior to returning will result in a charge of $6.00 Per Gallon to fill the tank.

CHARGES FOR MISCELLANEOUS SERVICES/MATERIALS

Unless otherwise specifically provided to the contrary in other Rules, Sections, or Items of the Tariff, materials and/or services of a miscellaneous nature may be supplied and/or performed by the Port of Pensacola at its option and convenience on a basis of actual cost of labor, supervision, equipment, supplies and materials, plus 20%.

434 SECURITY FEE (GSMTC)
(Effective: October 1, 2025)

A security surcharge, as described in this tariff item, shall be assessed against, and collected from, all vessels, barges and cargo interests utilizing services or facilities at the Port of Pensacola in accordance with notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance, and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional Security costs associated with an increase in MARSEC Level mandated by the U.S. Department of Homeland Security.

The security surcharge will be assessed against vessels and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers, which will be assessed on a per unit basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff as follows:

Specifications

FEE AGAINST	RATE	BASIS
Vessels/Barges	13%	Of Dockage

Specifications

FEE AGAINST	CARGO TYPE	RATE	BASIS
Cargo			
	Break Bulk	$0.33	Per Short Ton
	Bulk (Dry/Liquid)	$0.08	Per Short Ton
	Containers	~~$5.22~~ $5.47	Each
	Vehicles	~~$1.17~~ $1.23	Each
	Passengers	~~$1.17~~ $1.23	Each

436a **RESERVED**

436b **STORAGE CHARGES - FOR ALL COMMODITIES (INCLUDING N.O.S.)**
(Effective: October 1, 2025)

All commodities listed in **Section III** of this Tariff will be assessed storage in accordance with the following schedule of rates upon expiration of free time:

Specifications			
	INSIDE:		
		First 15 – Day Period	~~$0.35 Per Ton, Per Day~~ $.70 Per Ton, Per Day
		Second 15 – Day Period	~~$0.50 Per Ton, Per Day~~ $1.00 Per Ton, Per Day
		Thereafter	~~$0.80 Per Ton, Per Day~~ $1.26 Per Ton, Per Day
Specifications			
	OUTSIDE:		
		First 15 – Day Period	~~$0.30 Per Ton, Per Day~~ $.60 Per Ton, Per Day
		Second 15 – Day Period	~~$0.45 Per Ton, Per Day~~ $.80 Per Ton, Per Day
		Thereafter	~~$0.75 Per Ton, Per Day~~ $1.07 Per Ton, Per Day
Specifications			
	VEHICLES:	Including automobiles, buses, motorcycles, tractors, trucks, trailers, motorized vehicles, mobile homes, cranes, railroad cars (Wharfage **ITEM 330**) will be assessed storage in accordance with the following schedule of rates upon expiration of free time:	
		First 15 – Day Period	$2.50 Per Vehicle, Per Day
		Thereafter	$5.00 Per Vehicle, Per Day

440 **WATER**
(Effective: October 1, 2025)

Rates for fresh water delivered to vessels at berths, or other locations, shall be as follows:

Specifications	**Fees**
Per Ton (240 Gallons)	~~$2.00~~ $2.06
Hookup Fee/Meter Installation	~~$125.00~~ $129.00
Minimum water charge per vessel/tug/other	~~$100.00~~ $103.00

An additional fee of $100.00 will be charged when water is requested during overtime hours.

ONLY PORT OF PENSACOLA PERSONNEL are permitted to make connections and install metering devices to fresh water pumping stations at the Port of Pensacola. The vessel's agent, captain, master or other authorized representative MUST contact Port Maintenance Department Supervisor at (850) 982-0071 a minimum of two (2) hours in advance on weekdays to schedule fresh water connections during regular working hours. Evening, weekend and holiday service must be scheduled no later than 3 p.m. local time the last regular business day proceeding the required service date.

Indicating the need to take on fresh water on berth applications is considered a courtesy notification only and DOES NOT constitute the scheduling of service.

Any vessel taking on water without proper advance scheduling or without having a metering devise properly affixed at the pumping location by Port Personnel will be charged three (3) times the above rate on the vessel's total tank capacity, plus three times the overtime rate, regardless of whether water was taken on during straight-time or overtime hours.

442 WATER HOSE RENTAL
(Effective: October 1, 2025)

When the Port of Pensacola is requested to furnish a water hose, rental rates will be charged in accordance with the following schedule. All water hose made available by the vessel must be free of leaks or Port of Pensacola water hose must be used when available.

The vessel's agent, captain, master, or other authorized representative MUST contact Port Maintenance Department Supervisor at (850) 982-0071 a minimum of two (2) hours in advance on weekdays to schedule water hose rental during regular working hours. Evening, weekend, and holiday service must be scheduled no later than 3 p.m. local time the last regular business day proceeding the required service date.

Specifications	Fees
Per 50-Foot Section	~~$25.00~~ $26.00
Minimum Charge	~~$75.00~~ $78.00

443 Public Marinas
(Effective: May 1, 2023)

Rules and Regulations for Public Marinas:

- The docks are for transient vessels during daytime hours only, no overnight or after-hours dockage is permitted. Marina hours of operation are (6:00 AM – 10:00 PM) March 1 – November 1 and (6:00 AM – 6:00 PM) November 2 – February 28.
- All boats utilizing the docks shall have a valid/current registration and be under 27' LOA (Length over all).
- Boats utilizing the docks must be kept in a safe and clean condition. Boats shall conform to all federal, state, and city regulations concerning boat safety devices and equipment and be capable of moving under their own power.
- All boats in the marina area approaching the docks shall proceed at idle, no wake speed, so as to prevent injury or damage to persons or property and observe all rules of the road. No wake is defined as reducing engine speed to complete idle so that the stern of the vessel rises to normal at rest height and no waves are created. Boats shall not anchor in the entrance or channels near the docks.
- The discharge of untreated sewage, oil, or petroleum products or other pollutants into the water is prohibited.
- Trash and garbage should be placed in the proper waste receptacles.
- Docks shall be kept clear of stored materials, and hoses shall not run across the docks.
- Excluding sanctioned and sponsored tournaments and events, fishing and cast netting are prohibited from docks, piers, or walkways.
- Fish cleaning or disposal of fish remains is prohibited at the docks and in the marina.
- Recreational swimming is prohibited in the waters near the docks.
- Fireworks of any kind are not permitted on or near the marina docks.
- The City of Pensacola reserves the right to refuse use of the docks to anyone at any time without notice at its sole discretion.
- The City of Pensacola is not responsible for lost, stolen or damaged property.
- Any vessel moored for 5 continuous days will be considered abandoned under Section 705.103(1), Fla. Stat. A 24-hour notice will be posted on the vessel before removing the vessel from the marina. See Section 327.60(5)
- Overnight dockage is permitted for state and local government vessels.

Penalties for violation of section 443 – Rules and Regulations for Public Marinas:

Unless otherwise specified in this chapter, the owner of any vessel found to be in violation of any of the provisions in this chapter within the city shall be fined in the amount if $100 for the first offense; $250 for the second offense, $500 for the third or subsequent offenses when the offenses subsequent to the first offense occur with 12 months of the first offense. The amount of the fine shall be doubled if payment is not received by the city, or if payment is not postmarked, within 15 days of the date of the notice of the violation.

Any person receiving a fine pursuant to the subsection above, vessel found to be in violation of

	the posted docking regulations may seek to have the fine rescinded by filing an objection with the Pensacola Parking Management within 15 days of the date of issuance of the fine. The Pensacola Parking Management shall schedule a hearing on the objection before the special magistrate at the regularly scheduled meeting and the special magistrate shall have the authority to confirm or rescind the fine. In order to support an order rescinding the fine, the special magistrate must find and articulate on record sufficient facts and circumstances that the fine was improvidently imposed, or that the fine should otherwise be rescinded. The recipient of the fine is not required to attend in person and may submit on-line testimony or evidence. The decision of the special magistrate shall be final. The City shall be furnished to the state department of highway safety and motor vehicles, via an electronic means, a list of persons who have three or more outstanding vessel violations. In addition, a list of such violators shall also be provided to the clerk of the court of the county. The provisions of F.S. 320.03 (8), as amended, shall apply to each person whose name appears on such a list. Under the authority of F.S. 320.03(8), as amended, if the name of the applicate for a vessel revalidation sticker appears on the list referred to in subsection (a) of this section and F.S. 316.1976(6), as amended, the revalidation sticker shall not be issued until the applicant's name no longer appears on said list or until applicant presents a receipt from the city showing the vessel fines have been paid.
444	**Security Cost Share Program** **(Effective: October 1, 2025)**
	Security Cost Share Program: • This is a **mandatory** program for all tenants leasing space at the Port of Pensacola who require vessel operations. • Participating tenants are required to cover a **proportional share** of the Port's security operating expenses. • Each tenant will be notified of their specific percentage and amount due. These figures will vary depending on the number of tenants participating and the level of vessel activity attributed to each tenant during the fiscal year.
445	**Utilities Cost Share Program** **(Effective: October 1, 2025)**
	Utilities Cost Share Program: • This is a **mandatory** program for all tenants leasing space at the Port of Pensacola, unless their lease explicitly states that the Port will cover the associated expenses. • Tenants are required to contribute to utility operating expenses that are not covered by direct billing or individual metering. • Total uncovered utility costs will be divided equally among all participating tenants. This ensures a fair distribution of shared expenses based on the number of tenants in the program. • Each tenant's percentage share and the corresponding amount due will be communicated at the end of each fiscal year. These values may be adjusted periodically based on changes in the number of participating tenants and actual utility expenses. • Payments are due according to the invoicing schedule provided to each tenant.
446	**Insurance Cost Share Program** **(Effective: October 1, 2025)**

Insurance Cost Share Program:

- This is a **mandatory program** for all tenants leasing space at the Port of Pensacola, unless their lease explicitly states that the Port will cover the associated expenses.
- Tenants are required to contribute to insurance expenses incurred by the Port that are not allocated through individual lease agreements.
- The total uncovered insurance costs will be shared among all participating tenants. This ensures a fair and consistent approach to supporting shared risk coverage across port operations.
- Each tenant's percentage share and the corresponding amount due will be communicated at the end of each fiscal year. These figures may be adjusted based on changes in tenant participation or fluctuations in insurance costs.
- Payments are due according to the invoicing schedule provided to each tenant.

Terminal Tariff 5-A

SECTION FIVE – CONTAINERS

500	**CONTAINER: POINT-OF-REST** **(Effective: September 15, 2005)**
	Except as otherwise provided in this Tariff, all container cargo will be received at and delivered to the terminal at a point-of-rest designated by the Port of Pensacola.
502	**HANDLING OF CONTAINERS** **(Effective: September 15, 2005)**
	General-license stevedores and/or freight handlers will exercise physical control and perform container-handling services over the entire time that a container is in the container-marshaling yard or on Port of Pensacola facilities.
504	**INTERIM PARKING AREA** **(Effective: September 15, 2005)**
	The term "interim parking area," as used in this Tariff shall refer to a designated parking area, when available, on the terminal where loaded or empty containers on wheels, bogeys, chassis or frames may be temporarily parked during hours or periods of time when the terminal is not open for the receipt or delivery of containers. The Port of Pensacola will not assume responsibility for loss or damage to containers or the contents thereof when placed in the interim parking area.
506	**MARSHALING YARD** **(Effective: September 15, 2005)**
	The term "marshaling yard," as used in this Tariff, shall refer to the designated area on the terminal where loaded or empty seagoing containers can be physically exchanged by the inland carrier (or its contractual agent) and the other carrier, through the controlled medium of the Port of Pensacola's marine terminal.
508	**RECEIVING/DELIVERING CONTAINER** **(Effective: September 15, 2005)**
	The term "receiving or delivering container," as used in this Tariff, shall refer to physical acceptance or delivery of a container, empty or loaded, at the Port of Pensacola from or to the inland carrier, so as to facilitate physical exchange of the container between the inland carrier and the water carrier from the point-of-rest. Under the term "receiving or delivering container," the Port of Pensacola will, by use of its own mechanical equipment, perform the necessary interim functions to affect the physical exchange of a container between the inland carrier and the water carrier berthing at the terminal.
510	**RE-HANDLING CONTAINER** **(Effective: September 15, 2005)**

	The term "re-handling container," as used in this Tariff, shall refer to the moving of a so-called "standard 20', 35' or 40' seagoing container" from or to the point-of-rest to or from a designated point on the terminal including movement to or from container freight station.
512	**RELOCATION OF EMPTY CONTAINER** **(Effective: September 15, 2005)**
	The term, "relocation of empty container," as used in this Tariff, shall refer to the removal of any empty container from a stack and placement on steamship-line-owned or leased chassis for movement to container freight station. This also applies to empty containers returned from the container freight station to the stack.
514	**SEGREGATION OF CONTAINER** **(Effective: September 15, 2005)**
	The term, "segregation of container," as used in this Tariff shall refer to the movement of a container from one location to another location in close proximity within the marshaling yard, without the use of a yard-jockey or tractor upon instructions from the vessel or its authorized agent.
516a	**RECEIVING OF CONTAINER: FROM INLAND CARRIER** **(Effective: September 15, 2005)**
	Upon instructions from the vessel and/or its authorized agent, a wheeled container will be appropriately moved into position in the container-marshaling yard by the inland motor carrier or rail carrier (or its contractual agent) or flatbed trailer by the Port of Pensacola with its own labor and mechanical equipment. In turn, the container will be grounded or stacked by the Port of Pensacola in the marshaling yard at a point-of-rest awaiting movement to the vessel. When requested, the Port of Pensacola will inform the vessel and/or its authorized agent as to the exact location of the container. The vessel and/or its authorized agent will, in turn, remove the container from the point-of-rest in the marshaling yard and transport the container to the vessel.
516b	**RECEIVING OF CONTAINER:** **HAVINGDAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT** **(Effective: September 15, 2005)**
	Seagoing containers having damage or variances which may impede normal movement with the Port of Pensacola's mechanical equipment will not be received or handled unless prior arrangements have been made with the Port Director.
518	**DELIVERY OF CONTAINER TO INLAND CARRIER** **(Effective: September 15, 2005)**
	The Port of Pensacola will receive a container without wheels from the vessel and/or its authorized agent at a point-of-rest in the container-marshaling yard for delivery to an inland motor carrier or rail carrier (or its contractual agent). The vessel and/or its authorized agent will ground or stack the container in the marshaling yard at a point-of-rest designated by the Port of Pensacola. When so requested by the vessel and/or its authorized agent, the Port of Pensacola, with its labor and mechanical equipment, will remove the container from its point-of-rest and place the container on wheels, bogeys, chassis, frames or flatbed trailer for delivery to the inland motor carrier or rail carrier (or its contractual agent).
520	**TRANSFER OF CONTAINERS BETWEEN VEHICULAR CONVEYANCES** **(Effective: September 15, 2005)**
	Upon instructions from the vessel and/or its authorized agent or shipper or consignee or their agents, the Port of Pensacola will perform transfer service between flatbed trailers and bogeys; between flatbed trailers and flatbed trailers; or, between bogeys and bogeys where the movement between vehicles does not require extensive movement by the container-handling equipment as determined by the Port of Pensacola.
522	**CONTAINERS LOADED IN EXCESS OF RATED CAPACITY** **(Effective: September 15, 2005)**

The rates, rules, regulations and charges published in this Section are not applicable to standard seagoing containers loaded in excess of their rated capacity. The Port of Pensacola will not permit its mechanical equipment designated for movement or carriage of containers) to be used in any way to lift, move, or transport a container which is loaded in excess of the container's rated capacity. Should the Port of Pensacola transport a container which is loaded in excess of the rated capacity, the party or parties requesting such use shall be held liable for all losses, claims, demands and suits for damages, including death and personal injury, including court costs and attorneys' fees, incident to or resulting from such unauthorized use.

524 CHARGES FOR CONTAINER SERVICES DURING OTHER THAN NORMAL WORKING HOURS
(Effective: September 15, 2005)

Rates and charges for receiving, delivering and/or re-handling containers as set forth in this Tariff are applicable only during recognized working hours and days as set forth in ITEM 237 of this Tariff.

Upon written authorization by vessels or their agents, containers will be received, delivered and/or re-handled by the Port of Pensacola at time other than recognized work hours or days, subject to the following charges or conditions:

One charge for receiving, delivering and/or re-handling as set forth in this Tariff will be assessed for each service performed subject to a minimum of one container per hour plus the actual total overtime cost. All charges will be for the account of the vessel or its agent.

528a FREE TIME: IMPORT CONTAINERIZED TRAFFIC
(Effective: September 15, 2005)

The free time allowed for removing import containers and container cargo, inclusive of Saturdays, Sundays and legal holidays, shall be as follows:

Specifications	
Import Traffic	30 Days

On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).

528b FREE TIME: EXPORT CONTAINERIZED TRAFFIC
(Effective: September 15, 2005)

The free time allowed for assembling export containers and container cargo, inclusive of Saturdays, Sundays, and legal holidays, shall be as follows:

Specifications	
Export Traffic	30 Days

1. **LCLTRAFFIC**:
   Upon the request of the export shipper or its agent to the Port of Pensacola, cargo stuffed into containers at the terminal facilities may be granted extended free time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) after loading into container, in addition to the 15-day free time provided above. Cargo upon which such extended free time has been granted shall be designated on dock receipt upon arrival at the terminal facilities as "hold on dock for consolidation." Cargo not so designated and cargo not actually consolidated into containers on the piers will not be entitled to the granting of extended free time.

2. **FCLTRAFFIC**:
   On consolidated export container shipments, upon request of the export shipper or its agent to the Port of Pensacola, container consolidation time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) may be granted to loaded containers in addition to the free time provided above. Containers upon which such consolidation time has been granted shall be designated on dock receipts as "hold on dock for consolidation." Containers not so designated and containers not actually consolidated on the piers will not be entitled to the granting of consolidation time. As used in this Section, "consolidated export container shipments" shall mean shipments of cargo commodities which move under a single bill-of-lading to overseas consignees

in more than one TEU container.

Upon request of the export shipper or its agent to the Port of Pensacola, containers stuffed at the terminal facilities in accordance with Paragraph A) above, may be granted additional free time as provided for in Paragraph B, subject to availability of space on approval by the Port Director. In no instance will free time exceed 45 days (inclusive of Saturdays, Sundays, and Legal Holidays).

On consolidated export container shipments as defined and provided for in Paragraph A) above, upon written request by the export shipper or its agent and subject to the availability of space, containers delivered to an inland carrier by the Port of Pensacola for ultimate shipment by waterborne transportation may be granted an exemption from ITEM 208e of this Tariff, provided such charge is waived by the Port Director.

On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).

532 **RATES AND CHARGES: CONTAINERIZED TRAFFIC**
(Effective: October 1, 2025)

The following charges apply on containers and/or chassis not exceeding 40' in length or loaded in excess of rated capacity. These charges are assessed against the vessel or its agent unless arrangements to do otherwise have been made with and approved by the Port Director.

Specifications				
WHARFAGE	EMPTY CONTAINERS	20’ or Less	$4.50	Per Unit
		More than 20'	$7.50	Per Unit
Specifications				
WHARFAGE	LOADED CONTAINERS	Per Ton of Contents	~~$2.00~~ $3.40	Per Ton
Specifications				
HANDLING FEES	To be quoted by the handling Stevedore			

Note 1: Receiving, delivering or handling underframes or chassis does not include any inspection for visible damage. The Port of Pensacola assumes no responsibility for condition of containers, contents therein, underframes, or road-serviceability of equipment.

Note 2: For Handling and Stevedoring Franchise Fees applicable to container cargo, see ITEM 404a and ITEM 404b.

Note 3: For Security Fee applicable to container cargo, see ITEM 434.

534 **CONTAINER STORAGE**
(Effective: October 1, 2025)

Storage charges on containers held in excess of **free time** shall be as follows:

Specifications				
EMPTY				
Container	Less Than 21’ in Length	Per 15-day period or Fraction Thereafter	~~$22.00~~ $5.46	Per Container
	Over 21’ in Length	Per15-day period or Fraction	~~$35.00~~ $5.46	Per Container

			Thereafter		
	LOADED				
	Container	Any Size	Per 15-day period or Fraction Thereafter	~~$2.50~~ $7.50	Per Container

Terminal Tariff 5-A

SECTION SIX – FOREIGN TRADE ZONE NO. 249

600 ROLE OF THE PORT OF PENSACOLA
(Effective: October 1, 2024)

The Port of Pensacola is a designated site within Foreign Trade Zone No. 249 (FTZ #249).

602 SITE DESCRIPTIONS
(Effective: September 15, 2005)

All sites within Foreign Trade Zone #249 are designated as General Purpose Zone Sites unless otherwise specified.

SITE#	LOCATION	DESCRIPTION
1	PORT OF PENSACOLA	The entire 50-acre commercial port area owned by the City of Pensacola, excluding approximately 10 acres of dredge disposal site currently owned by the US Army Corps of Engineers.
2	PENSACOLAINTERNATIONAL AIRPORT	The entire 1,400-acre airport site.
3	PENSACOLA SHIPYARD	The entire 70-acre complex, configured for marine waterfront industrial use and zoned M-2 (Heavy Industrial) by the City of Pensacola.
4	SPRUCE STREETINDUSTRIAL WAREHOUSE	9.7 acres of the former Florida Drum Corp. manufacturing and warehouse facility, zoned ID-2 (Heavy Industrial) by Escambia County.
5	CENTURYINDUSTRIAL PARK	140-acre industrial park in northern Escambia County approximately 45miles from the City of Pensacola, zoned industrial/mixed use by the City of Century.

604 ZONE SCHEDULE INCORPORATED BY REFERENCE
(Effective: September 15, 2005)

The schedule of charges, rates, rules and regulations applicable at FTZ #249, as administered by the PEDC, is incorporated herein, in its entirety, by reference. As a designated site within FTZ #249, the Port of Pensacola and all FTZ program participants operating within or utilizing activated FTZ facilities at the Port of Pensacola are subject to all provisions of said schedule.

606 OPERATOR REQUIRED
(Effective: September 15, 2005)

	The Port of Pensacola serves as a facilitator and provider of facilities only in the FTZ program and, therefore, does not serve as the Operator of its FTZ site. All users of activated FTZ areas at the Port of Pensacola are required to designate a qualified zone Operator to manage cargo flows, documentation, reporting requirements and to ensure compliance with all rules, regulations, policies and procedures of the Port of Pensacola, FTZ #249, the US Foreign-Trade Zones Board, US Customs Service (or any successor thereto) and all other relevant local, state and federal regulatory agencies. Users may elect to become designated as their own Operator or may designate an existing Operator for this purpose, provided that, in either case, such designee is qualified under the rules and regulations of FTZ #249, the US Foreign-Trade Zones Board and the US Customs Service (or any successor thereto).
608	**PAYMENT OF CHARGES** **(Effective: September 15, 2005)**
	With the exception of any site annual fee as established by the PEDC as Grantee of FTZ #249, all fees, charges, rates and assessments levied by the PEDC, the US Foreign-Trade Zones Board, and/or the US Customs Service (or any successor thereto) related to FTZ program participation and operations shall be the responsibility of the User, either directly or through his designated Operator. In the case of fees, charges, rates and assessments billed to the account of the Port of Pensacola, the Port shall through-bill all amounts at actual cost to the appropriate User with such through bills to be subject to the standard payment terms of the Port of Pensacola as expressed in ITEM 246 of this Tariff.

Terminal Tariff 5-A

APPENDIX A– STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT

SECTION I	**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT** **GENERAL** **(Effective: January 15, 2015)**
	No person, firm, corporation or other business entity shall operate as or carry on business of a stevedore or freight handler on Port facilities or on facilities otherwise controlled by the City of Pensacola, Florida unless and until such person, firm, corporation or other business entity shall first have obtained from the Port of Pensacola a license or permit issued authorizing such stevedore or freight handling activity. As used herein "stevedore" includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary expertise to load and unload said commercial cargo vessels and/or barges. General-license stevedores are automatically dually licensed as both a stevedore and freight handler. As used herein "freight handler" refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physically loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges. Terminal lessees are not required to obtain a Freight Handling Permit. They must however, if engaged in stevedore activities, obtain a Stevedore Franchise License. Each Stevedore License or Freight Handling Permit issued by the City of Pensacola shall be non-exclusive basis and no licensee or permittee has any right to serve as the sole provider of the licensed or permitted service or to any other type of exclusivity.

SECTION II	**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT APPLICATION POLICY (Effective: January 15, 2015)**
	1. Application for license with accompanying fee shall be submitted to the Port Director. Licensing and permit fees are specified in Section V of this item. New applications may be submitted and new licenses or permits may be issued at any time during the calendar year. 2. Each applicant for a Stevedore License or Freight Handling Permit must furnish a bond or letter of credit in the penal sum of Ten Thousand Dollars ($10,000.00) payable to the City of Pensacola which shall guarantee the licensee or permittee proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each licensee or permittee must file a Certificate of Insurance evidencing insurance coverage in the form and amounts as prescribed in the Port of Pensacola's Terminal Tariff No. 5-A (or any revisions or reissues thereof or successors thereto): ITEM 241a, "Insurance;" ITEM 241c, "Stevedore and Freight Handling Insurance;" and Section VII of Appendix A. 3. Cancellation of insurance or aforementioned bond or letter of credit shall be grounds for the immediate revocation of License or Permit.
SECTION III	**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT CONSIDERATION (Effective: September 15, 2015)**
	The Port Director will review the completed application and may require the applicant to furnish any additional information deemed appropriate. The Port Director may require a personal interview with the applicant or the applicant's officers if deemed necessary. The Port Director will consider the applicant's trustworthiness; competency; financial responsibility; previous experience; whether or not the issuance of the Stevedore License or Freight Handling Permit is desirable for the productive operation of the Port of Pensacola, having specific regard for the commitment to promote commerce, generate economic activity and create employment opportunities; any new business for the Port of Pensacola which the applicant will attract; any specialized equipment or expertise for handling cargo owned by or available to the applicant; and any other pertinent information.
SECTION IV	**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT ISSUANCE (Effective: January 15, 2015)**
	Stevedore License (original issue) 1. If the applicant is qualified under the criteria established in Section II above, the Port Director may issue a Stevedore License. 2. Notice of the issuance of a Stevedore License by the Port Director will be filed immediately in the Office of the City Clerk where it will be available for public inspection. 3. The Port Director will send notice of the issuance to the applicant of the Stevedore License, which notice will inform the applicant of the right of any person aggrieved by the decision of the Port Director to appeal to the Mayor of the City of Pensacola and subsequently to the Pensacola City Council in accordance with the process outlined elsewhere herein. Notice of the issuance of the Stevedore License will be advertised in a general-circulation newspaper and by letter to those parties that, in the estimation of the Port Director may have cause to be aggrieved. The Stevedore License issued by the Port Director will become effective 14 days after issuance and is not subject to suspension or revocation except as specifically provided for in this Policy. 4. Any person aggrieved by the decision of the Port Director may appeal to the Mayor of the City of Pensacola by filing a written notice of appeal in the office of the City Clerk within 14 days after the date notice of issuance-decision was sent to the applicant. The notice of appeal shall

set forth a short and plain statement alleging the reasons why the Port Director's decision was not in compliance with the provisions of this Policy. The City Clerk shall refer to the appeal for a hearing and action by the Mayor. In the event of grievance filed, the effective date of license will be suspended until such date as the Mayor may make a ruling in the matter.

5. The Mayor will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decision of the Port Director within 30 days of the filing of the notice of appeal.

6. Upon completion of the Mayoral appeal process outlined above, the aggrieved party may elect to further appeal to the Pensacola City Council by filing a written notice of final appeal in the Office of the City Clerk within 14 days after the date of issuance of the Mayor's appeal decision. The notice of final appeal shall set forth a short and plain statement alleging the reasons why the Port Director's and Mayor's decisions were not in compliance with the provisions of this policy. The City Clerk shall refer to the appeal for a hearing and action by the City Council. In the event of grievance filed, the effective date of license will be suspended until such date as City Council may make a ruling in the matter.

7. City Council will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decisions of the Port Director and Mayor at the next scheduled regular meeting of City Council following receipt of the notice of final appeal.

Freight Handling Permit (original issue)

1. If the applicant is qualified under the criteria established in **Sections II** and **III**, the Port Director may issue a Freight Handling Permit.

2. Notice of the issuance of a Freight Handling Permit by the Port Director shall be filed immediately in the Office of the City Clerk where it shall be available for public inspection.

3. The process for appealing Freight Handling Permit application decisions is the same as outlined in items 4 through 7 above.

The acceptance of a Stevedore License or Freight Handling Permit shall signify the consent of the licensee or permittee to be governed by the rules and regulations published in the Port of Pensacola Terminal Tariff filed electronically on the Port of Pensacola's website (www.portofpensacola.com) in accordance with the provisions of the Ocean Shipping Reform Act of 1998.

Each firm licensed under the Stevedore License or Freight Handling Permit in accordance with the provisions with this Policy is required, as a condition of the License or Permit, to establish a local telephone number for the purpose of communicating with representatives of the Port of Pensacola and/or prospective business clients.

SECTION V	**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT FEES (Effective: July 1, 2019)**	
	A separate License or Permits required for each category of business.	
	Stevedore License Fee	
	Initial Processing Fee or Reinstatement Fee (When License is Revoked)	$5,000.00
	Annual Renewal Fee	$1,000.00
	Freight Handling Permit Fee	
	Initial Processing Fee or Reinstatement Fee (When License is Revoked)	$2,500.00
	Annual Renewal Fee	$ 750.00
SECTION VI	**STEVEDORE LICENSE AND FREIGHT HANDLING PERMIT RENEWAL APPLICATION POLICY (Effective: January 15, 2015)**	

1. All applications for renewal shall be submitted to the Port Director at least 45 days prior to the expiration date of the License or Permit and shall be accompanied by the Annual Renewal Fee as applicable under Section V in this item. Upon receipt of the application for renewal, the Port Director shall review the licensee or permittee past performance; financial condition; tonnage contracted or sub-contracted; and such other matters as the Port Director deems appropriate. The Port Director may issue a renewal so that the applicant meets existing criteria. If the Port Director fails to grant a renewal, a public hearing before the Pensacola City Council may be held to appeal the renewal denied, if requested by the applicant.

2. The City Manager may revoke any Stevedore License or Freight Handling Permit after due notice if he finds misconduct, neglect of duty or other cause or complaint sufficient, in his opinion, to justify such revocation. In each instance, the licensee or permittee shall be granted a public hearing before Pensacola City Council, if so desired.

3. No Stevedore License or Freight Handling Permit shall be transferred or assigned or otherwise used by any person other than the named Licensee or Permittee without written approval by the City Manager in advance. All applications for transfer or assignment shall be submitted to the City Manager. Prospective transferee shall provide to the City Manager an application and other information as he may request. Any person, firm, corporation or other business entity acquiring a Stevedore License or Freight Handling Permit shall demonstrate proof of being trustworthy, ready, willing and able to perform stevedore or freight handling services and shall comply with the applicable provisions of this Policy. All license and permit holders shall report any change in names and addresses of individuals and/or firms in writing to the Port Director. Any change in ownership involving more than 20% ownership in a Stevedore License or Freight Handling Permit shall be reported to the Port Director within 30 days.

SECTION VII	**STEVEDORE LICENSE AND FREIGHT HANDLING INSURANCE (Effective: January 15, 2015) (C)**	

Upon Application of Stevedore License and Freight Handling Permit under Port of Pensacola's Terminal Tariff No. 5-A ITEM 241a "Insurance" and ITEM 241c "Stevedore and Freight Handler Insurance," the applicant shall furnish a bond or letter-of-credit in the penal sum of Ten Thousand Dollars ($10,000.00) payable to the City of Pensacola which shall guarantee the applicant's proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each applicant shall file a Certificate of Insurance evidencing insurance coverage in the form and amounts as delineated below. Applicable to both Stevedore Licenses and Handling Permits except as noted:

TYPE OF COVERAGE	LIMITS
Workman's Compensation	Statutory
Longshore and Harbor Workers	Statutory*
Stevedore Legal Liability (With City of Pensacola Listed as an Additional Insured)	$ 500,000.00
Employer's Liability	$ 500,000.00
Automobile	$1,000,000.00**
Commercial General Liability (With City of Pensacola Listed as an Additional Insured)	$1,000,000.00
Performance Bond/Letter of Credit	$ 10,000.00
Umbrella Coverage	To make up the difference between the policy limits of underlying policies and the total amount of coverage required.

NOTES

* Not Required for Freight Handling Permit

** Combined Single Limit Bodily Injury and Property Damage

Such policy or policies shall contain a clause stating that the Insurer will not cancel or change such insurance without first giving the City of Pensacola/Port of Pensacola thirty (30) days prior written notice of intent to so cancel or change. A copy of such policy or policies of insurance, or certificates of insurance so furnished shall certify that the policy or policies comply with the requirements thereof. Under the General Liability section, policy must show Port of Pensacola/City of Pensacola as additional insured.

The Stevedore Franchisee/Freight Handler shall also indemnify and hold harmless the City of Pensacola/Port of Pensacola, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents from any and claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury , property damage, including loss of use of property, or demurrage, and reasonable attorney's fees directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations whether arising solely out of the negligence of Stevedore Franchisee/freight Handler or not. This obligation shall not be limited by, or in any way, to any insurance coverage or by any provision in exclusion or omission from any policy of insurance.

The Stevedore Franchisee/Freight Handler also agrees to pay on behalf of the City of Pensacola/Port of Pensacola, as well as provide a legal defense for the City of Pensacola/Port of Pensacola, both of which will be done only if and when requested by the City of Pensacola/Port of Pensacola, for all claims as described in the above paragraph. Such payment on the behalf of the City of Pensacola/Port of Pensacola shall be in addition to any and all other legal remedies available to the City of Pensacola/Port of Pensacola and shall not be considered to be the City of Pensacola/Port of Pensacola's exclusive remedy.

	Cancellation of insurance or aforementioned bond or letter-of-credit shall be grounds for immediate revocation of Stevedore License or Freight Handling Permit.

APPLICATION – STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT
(Effective: July 1, 2019)

1.	APPLICANT:			
2.	LOCALMAILING ADDRESS:			
3.	MAILINGADDRESS OF CORPORATE HEADQUARTERS:			
4.	FORMOFBUSINESS ENTITY: (Check One)	□ Corporation □ Partnership □ Proprietorship		
5.	STATE OF INCORPORATION:		DATE OF INCORPORATION:	
6.	FLORIDA RESIDENTAGENT And ADDRESS:			
7.	TYPE OF LICENSEAPPLIED FOR: (Check One)	□ Stevedore Franchise □ Freight Handling Permit		
8.	Has applicant ever been refused a Stevedore Franchise, Freight Handling Permit, or Bond?			□ Yes □ No
9.	List previous business history, including dates and locations: (Use Additional Sheets if Necessary)			

Date	Previous Business History	Locations

10.	List names and addresses of all officers, directors, and stockholders of the corporation. If said firm is sole proprietorship or partnership, list principles and their addresses and percentage of ownership: (Use Additional Sheets if Necessary)			

Position	Name	Address	% of Ownership

11.	Has officer, director, stockholder, or partner of Applicant ever been convicted of a felony or entered a plea of nolo contender? If so, explain:	□ Yes □ No
12.	List advantages you believe your company can bring to the Port of Pensacola:	

THE PORT OF PENSACOLA

13. In support of this Application, please provide the following documents:

Ownership or availability of equipment essential to the performance of proffered service, and;

1. Insurance Certificates with City of Pensacola as additional insured (non-cancelable without 30 days' notice):

	TYPE	MINIMUM
□	Worker's Compensation Insurance	Statutory
□	Longshoreman &Harbor Works Act (Not Required for Freight Handling Permit)	Statutory
□	Employer's Liability Insurance (Including Jones Act)	$ 500,000
□	Stevedore's Legal Liability	$ 500,000
□	Commercial General Liability (Combined Single Limit Bodily Injury & Property Damage)	$1,000,000
□	Umbrella (To make up the difference between the policy limits of underlying policies and the total amount of coverage required	

2. Performance Bond or Letter of Credit — $ 10,000

3. Enclose check for applicable license:

	TYPE	AMOUNT
□	Stevedore Franchise License Initial Application or Reinstatement	$5,000.00
□	Stevedore Franchise License Renewal	$1,000.00
□	Freight Handling Permit Initial Application or Reinstatement	$2,500.00
□	Freight Handling Permit Renewal	$ 750.00

4. Financial Statements – Last two (2) years; Audited Preferred

14. Please write a narrative explaining as to why the Applicant is qualified to hold a Stevedore Franchise or Freight Handling Permit with the Port of Pensacola (Attach as a Separate Piece of Paper).

15. If Applicant is owned by a holding company, list names and addresses of all officers stockholders and directors of the holding company and percentage of ownership.

Position	Name	Address	% of Ownership

16. Does Applicant have any affiliated or subsidiary companies? If so, please list: □ Yes □ No

Company Name:	Address:

17.	Provide any other information which Applicant thinks might be of value to the Port Director regarding this application (Use Separate Piece of Paper if Necessary).	
18.	Rules and Regulations Governing Stevedore/Freight Handling Operations at Port of Pensacola.	
	1.	The Stevedore Franchisee/Freight Handler shall exercise care in the performance of its operations in order to prevent injury or death to any person or damage or loss of property.
	2.	The Stevedore Franchisee/Freight Handler shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations.
	3.	The Stevedore Franchisee/Freight Handler shall conduct its business with all necessary labor and equipment and ensure efficient and expeditious handling practices or vessel loading and discharging operations, including the appointment of at least one qualified supervisor to be present at all times while vessels are loading or unloading. In addition to the qualified supervisor, at least one responsible officer or official representative (with authority to make all operating decisions concerning the stevedoring of vessels at the PORT OF PENSACOLA shall be available for contact by the Port at all times.
	4.	The Stevedore Franchisee/Freight Handler shall cooperate fully with the Port in all respects by: a) Advising in advance concerning the type of vessel to be loaded or unloaded; the estimated quantity of cargo to be loaded or unloaded; any special problems known in advance; b) Determining the equipment needed for the operation, and; c) Coordinating the sequence and timing of handling or loading/unloading operations for the convenience and efficiency of the PORT OFPENSACOLA;
	5.	The Stevedore Franchisee/Freight Handler shall promptly restore terminal working areas to a safe and orderly condition upon completion of handling or stevedoring operations.
	6.	The Stevedore Franchisee/Freight Handler shall comply with all rules and regulations contained in the PORT OF PENSACOLA Terminal Tariff No. 5-A and any revisions or re-issues thereof.
	7.	The Stevedore Franchisee/Freight Handler shall observe and operate in accordance with all laws, ordinances, rules and regulations applicable in any area within the jurisdictional limits of the CITY OF PENSACOLA. Additionally, the Stevedore Franchisee/Freight Handler shall conduct, observe, operate and comply with rules and regulations promulgated by the Port Director with respect to activities on Port property including, but not limited to: a) Parking or driving; b) Operation of heavy equipment and protection of property, and; c) Servicing or repairing equipment;

	8.	The Stevedore Franchisee/Freight Handler shall furnish Certificates of Insurance evidencing continuous coverage as delineated in ITEM 241a, ITEM 241c, and Section VII of Appendix A of this Tariff.
	9.	In the event the PORT OF PENSACOLA furnishes equipment for the exclusive use of the Stevedore Franchisee/Freight Handler (subject to conditions, availability and charges), such equipment shall be under the direction and control of the Stevedore Franchisee/Freight Handler and the Stevedore Franchisee/Freight Handler is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment except to the extent that such injuries or damages arise directly out of proven negligence by the PORT OF PENSACOLA. It is incumbent upon the Stevedore Franchisee/Freight Handler to make a thorough inspection and satisfy itself as to the physical condition and capacity of the equipment, as well as the competency of the operator, if any; there being no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
	10.	It is agreed that all such equipment will be properly used by the Stevedore Franchisee/Freight Handler and not subject to abuse or more-than-normal wear and tear. If there is any such abuse or more-than-normal wear and tear, the Stevedore Franchisee/Freight Handler shall pay for the damage to such equipment.
	11.	Upon conclusion of the period of use, all such equipment shall be returned to the PORT OF PENSACOLA in the same condition as when received, normal wear and tear expected.
	12.	It shall be incumbent upon the Stevedore Franchisee/Freight Handler to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy itself that these are safe places for the access and the work to be performed. There is no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
	13.	It is understood and agreed that Stevedore Franchise/Freight Handler will defend, indemnify and hold harmless the City of Pensacola/Port of Pensacola for any and all demurrage and/or detention charges, including costs or attorney's fees, arising out of its freight-handling operations at the Port.

STATEMENT OF UNDERSTANDING

I attest that all information provided in this application is true and accurate to the best of my knowledge. Furthermore, I attest that I have read, understood and agree to be bound by all applicable sections of the Port of Pensacola Tariff No. 5-A and all its revisions and amendments, with particular attention to those items dealing directly with Stevedoring/Freight Handling operations.

Agreed to this_____day of 20_____.

BY:_____
(Authorized Representative – Notarized Signature Required)

_____
(Name of Firm)

Receipt Acknowledged:

_____ _____
(Port Director or Authorized Representative) (Date)

File #: 25-1096 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF CONTRACT BID NO. 25-033 - NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

RECOMMENDATION:

That City Council award Bid No. 25-033, Natural Gas Pipeline Replacement at Market Street Station to Utility Services Co. Inc. of Gulf Breeze, Florida, the lowest and most responsible bidder with a base bid of $430,655.54 plus a 10% contingency of $43,100 for a total of $473,755.54. 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:

On May 23, 2025 the City solicited Bid No. 25-033, Natural Gas Pipeline Replacement at Market Street Station for the construction labor to replace aging 200 PSI natural gas pipelines and valves at Pensacola Energy's Market Street Station. Three responsive bids were received on June 23, 2025. The City intends to award the contract to Utility Services Co. Inc., the lowest responsive bidder. This action will advance City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods.

PRIOR ACTION:

None.

FUNDING:

Budget: $480,000
Actual: $473,755.54

FINANCIAL IMPACT:

Replacement of aging infrastructure is funded through the infrastructure recovery mechanism approved by City Council on 9/28/2011.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Darryl Singleton, Pensacola Energy and Sanitation Services Director

ATTACHMENTS:

1. Bid Tabulation
2. Contract and Related Attachments

PRESENTATION: No

TABULATION OF BIDS

BID NO: 25-033

TITLE: NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

OPENING DATE & TIME: June 23, 02025, 2:30 P.M. DEPARTMENT: Pensacola Energy	UTILITY SERVICE COMPANY, INC. Gulf Breeze, FL	EQUIX ENERGY SERVICES, LLC Midway, FL	SOUTHEASTERN PIPELINE & ENVIRONMENTAL SERVICES Terry, MS	PRIMORIS DISTRIBUTION SERVICES, INC. Orlando, FL
Base Bid	$430,655.54	$485,000.00	$499,500.00	*non-responsive*

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CONTRACT BETWEEN CITY OF PENSACOLA AND UTILITY SERVICE CO INC
BASED UPON INVITATION TO BID #25-033

THIS CONTRACT ("Contract") is made this ___ day of _____, 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 Utility Service Co Inc, ("Contractor"), a corporation authorized to do business in Florida, located at 1070 Shoreline Drive, Gulf Breeze, FL 32561, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #25-033, on May 23, 2025 ("Invitation to Bid"), as described in Project Manual/Specifications for NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION, Bid #25-033, 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 June 20, 2025, ("Proposal") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Bid Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions

supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.
The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of **FOUR HUNDRED THIRTY THOUSAND SIX HUNDRED FIFTY-FIVE AND 54/100 DOLLARS ($430,655.54)** to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (X) Yes (___) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.
The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.
Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.
No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR	**CITY OF PENSACOLA, FLORIDA**
UTILITY SERVICE CO INC (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

Revised 1/12/2021

Attachment "B"

PAYMENT SCHEDULE

1. Compensation of Contractor will be based on (check the appropriate method):

☐ Lump Sum/Flat Fee

☐ Hourly Rate(s)

X Other: Unit Price

2. Compensation of Contractor as described in #1 above will be as follows (attach an additional page if necessary):

☐ Lump Sum/Flat Fee: _____

☐ Hourly Rate(s) are: _____

X Other:

Bid Item	Units	Est. Qty	Unit Price	Total Cost
12" STEEL TD Williams Stopper	EA	1	$ 218,907.48	$ 218,907.48
16" STEEL TD Williams Stopper	EA	2	$ 64,823.98	$ 129,647.96
Mobilization	LS	1	N/A	$ 42,839.33
Restoration	LS	1	N/A	$ 14,726.44
Removal/disposal of steel pipe and appurtenances	LS	1	N/A	$ 11,344.49
Abandon in place of steel pipe	LS	1	N/A	$ 13,189.84
*LS = Lump Sum		Total Project Cost		$ 430,655.54

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

N/A_____

_____

_____

4. Invoice(s) of Contractor will be paid as follows (check the appropriate method):

☐ One-time, lump sum at the end of the work/project

X After submission of monthly or periodic invoices

☐ Other: _____

EXHIBIT A

BID DOCUMENTS

THE CITY OF PENSACOLA, FLORIDA
INVITATION TO BID
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

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 **June 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 bid title, and the bid number** (whether hand-delivered, mailed, or via UPS/Fedex or other courier service). Late submittals 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 read the **following business day** *(June 24, 2025, 10:00 A.M., local time)* via Microsoft Teams at the following link*: Microsoft Teams bid reading link.

A **MANDATORY** pre-bid meeting will be conducted on **June 5, 2025, at 10:00 A.M.,** local time, on the jobsite at 3700 Market Street, Pensacola, Florida. Bids submitted by bidders who did not attend the pre-bid meeting will be rejected.

Bidders shall submit a certified check, cashier's check, or insurance company's executed bond, payable to the City of Pensacola in the amount of **five percent (5%) of the base bid** for a period of sixty (60) days.

Any questions concerning the bid should be addressed and submitted in writing **no later** than 10:00 A.M., local time, June 13, 2025, to:

Dedria Lunderman, Purchasing Manager
City of Pensacola
222 W. Main St.
Pensacola, FL 32502
purchasing@cityofpensacola.com

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 bid tabulation or a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item number when applicable, to waive any bid informalities and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

*Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the Microsoft Teams website before the meeting: https://docs.microsoft.com/en-us/microsoftteams/hardware-requirements-for-the-teams-app.

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. 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.

3. 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.

All proposals shall be filled out in ink or typed with **a price for each item of work.** The City reserves the right to reject any and all bids.

PE has full discretion as to the quantity of work it will request the Contractor to perform, and there are no guaranteed quantities of work to be performed.

4. RECEIPT AND OPENING OF BIDS

No responsibility will attach to any City employee for the premature opening of, or the failure to open, a bid not properly addressed and identified.

5. 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.

6. SPECIAL CONDITIONS

A. **Public Entity Crimes** - Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. All bidders are advised that compliance with The Occupational Safety and Health Administration Excavation Safety Standards, 29 C.F.R.s 1926.650-652 of Sub part P will be required.

C. The Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

D. Florida State Statute 93.240 under section 556.101 through 556.111 requires that all excavators notify gas companies of their intention to perform any excavation at least forty-eight (48) hours (excluding Saturday, Sundays and holidays) prior to beginning work. If excavating, digging, boring, tunneling, blasting or otherwise disturbing the earth in any manner where a buried gas line may be damaged is proposed, please call the toll free number 1-800-432-4770 between the hours of 6:30 a.m. and 4:00 p.m. CST Monday through Friday, forty-eight (48) hours before starting the proposed work (weekends and holidays excluded).
Contractor shall notify all utility companies to locate and mark all utility facilities forty-eight (48) hours before starting any excavation.

E. The general contractor will submit a maintenance traffic plan which will satisfy the traffic conditions outlined in the general notes.

F. The general contractor shall post the construction site with "NO TRESPASSING" signs, to prevent amateur archaeologists from entering the site without authorization.

DEFINITIONS AND ADDITIONAL CONDITIONS

1.01 Headings

The headings for each section herein are provided for convenience only, and shall not in any way limit or expand the scope of each section, nor shall it be used in determining the legal effect of said section.

1.02 Defined Terms

Herein, and in any Contract Document, the following terms shall be defined as follows. This listing of definitions does not limit other definitions made herein:

Addenda – Written or graphic documents that change, correct, or clarify the bid requirements or Contract Documents. All Addenda must be issued prior to the opening of bids.

Administrator - The Administrative Officer/Engineer of Gas Distribution for Pensacola Energy.

Bidder - Individual, corporation, firm, or other entity who submits a proposal for work.

Bidding Documents – The bidding requirements as specified in the Instructions to Bidders, Invitation to Bid, and the proposed Contract Documents including any Addenda issued prior to the opening of bids.

City - The City of Pensacola, Florida.

Contract - The entire written agreement between the Owner and the Contractor covering the performance of the work and the furnishing of all labor, equipment, and supplies necessary to complete construction or any part thereof and including documentation all as required by the Contract Documents.

Contractor - Individual, corporation, firm, or other entity who undertakes this contract with the Owner.

Contract Bond - The bond furnished by the Contractor and his Surety to guarantee completion of the Contract in accordance with the terms thereof and prompt payment to all persons supplying the Contract.

Contractor Furnished - The Contractor shall furnish all personnel, transportation, equipment, machinery, tools, and supplies necessary to install natural gas pipelines in accordance with the specification. Contractor will provide all labor, transportation, and pay all expenses in connection with receiving, unloading, storing, hauling, or stringing of all materials from the time of delivery to Contractor until final installation of the materials in the job. Contractor will store, handle, and transport all materials in strict accordance with

rules and regulations of regulatory bodies having jurisdiction. Contractor agrees to furnish all other materials for construction and for safeguarding life and property as necessary for the execution of work performed by the Contractor. All materials must be new or approved by Owner's Engineer or Owner's Inspector. These materials are to be ordered and received by Contractor.

Contract Period – One year from the date the Contract is assigned or the period until the work is complete and ready for final payment according to the contract terms.

Director - The Director of Pensacola Energy.

Easement - A properly executed document obtained by the City from a property owner or owners.

Foreman - The representative of the Contractor who shall be present on the work site at all times, authorized to receive and fulfill instructions from the Owner.

Open Trench Construction – Installing underground pipe by means of open trench methods such as trenches opened using back hoes or trenching machines.

OQ – Operator Qualification for work on natural gas pipelines as defined by 49 CFR 192 Subpart N.

Owner - The City of Pensacola, Florida.

Owner Furnished - PE shall furnish all pipe, fittings, valves, tracer wire, service risers, and other materials or necessary accessories that are an integral part of the pipeline or service lines. Owner agrees to furnish materials in accordance with the specifications.

PE - Pensacola Energy, a department of the City of Pensacola.

Pipeline - All parts of those physical facilities (except service lines) through which gas moves in transportation including pipe, fittings, valves, and fabricated assemblies.

Project - A specific construction job or work defined and described on a task order and accompanying set of plans.

Proposal - The contract document furnished by the City and signed by the Bidder. The Proposal consists of multiple Task Orders and may also include a Unit Price Work option and/or a Miscellaneous Work option which may be awarded at the discretion of the Owner. **The Bidder must bid on all Task Orders as well as the Unit Price Work option and Miscellaneous Work option when included.**

Service Line - A distribution line that transports gas from a common source of supply (pipeline) to a customer meter.

Site – Area in which the Work is designated to take place including rights-of-way, easements, or other areas when specifically defined by the Task Order.

Subcontractor - Any person, firm, partnership, association, joint venture, company, corporation or other entity, regardless of tier, engaged by the Contractor to provide any part of the Work under the resulting contract.

Surety - The corporate body licensed under the laws of Florida, bound with and for the Contractor, for the acceptable performance of the contract and payment of all claims recoverable under the Contract Bond.

Task Order – The specific agreement covering the specified item in the bid response.

Trenchless Construction – Installing underground pipe by means of directional boring or pneumatic mole machines.

Unit Price Work – Work paid according to the Unit Price Option Bid.

Work – All labor, services, installation, construction, and documentation necessary to complete the Work defined by the Contract Documents in whole or in part.

1.03 Local, State and Federal Laws

The Contractor shall familiarize himself, his employees, and his subcontractors with all Local, State and Federal laws, regulations, and ordinances pertaining to the Work and shall hold harmless the City, PE, the Director, the Administrator, or their agents, from any claim or liability arising from the violation of any law by the Contractor or his employees or subcontractors. The Contractor will be required to follow all laws, regulations, and ordinances affecting the Work defined by the Contract Documents.

1.04 Contractor Experience

The Contractor shall have three (3) years prior experience in constructing natural gas steel pipelines. The experience shall include the installation of steel pipe in accordance with written procedures as required by Federal and State regulations. The failure of the Contractor to have such experience may result in a rejection of its bid.

A list of natural gas companies for whom the Contractor has performed comparable natural gas utility pipeline work within the last five (5) years, along with the name, phone number and email of the appropriate contact person, a description of the work performed, and the dates when such work was performed shall accompany the bid.

Information showing the Contractor’s qualifications and capacity to perform the work specified in this Bid in the manner and time set forth in the specifications shall accompany the Bid. Bidder shall also include copies of current State of Florida professional registrations, certifications, and licenses held under the name of the responding entity.

1.05 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.

With regard to the Contractor's obligations for products and completed operations, the Contractor shall be responsible for providing and maintaining insurance and contractual agreements for a minimum of at least three (3) years subsequent to the City's acceptance of the Product or Completed Operation.

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employer's Liability Coverage of at least $100,000 each person - accident, $100,000 each person - disease, $500,000 aggregate disease.

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 Name 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.

Commercial General Liability coverage must be provided, including bodily injury; property liability for premises, operations, products and completed operations, contractual liability, property damage resulting from explosion, collapse, or underground exposures (x,c,u) and independent contractors. The coverage shall be written on occurrence-type basis with minimum limits of $3,000,000 per occurrence and $5,000,000 aggregate. The City must be listed as an additional insured.

Commercial Automobile Liability coverage must be provided, including coverage for bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles. Minimum limits of $1,000,000 CSL must be provided.

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.

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.

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, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521.

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.

1.06 Contract Bond

A payment and performance bond in the amount of 5% shall be required of the successful Bidder, in a form acceptable to the City, and through a Surety approved by the City. Such Bond shall be delivered along with the executed Contract to the Owner.

1.07 Contract Documents

Contract documents are complementary and what is required by one is as binding as if required by all. Contract documents include the Invitation to Bid, Instructions to Bidders, General Conditions, Proposal, Bid Bond, Special Conditions, Task Orders, Change Orders, and any Addenda pertaining to Contract Documents. Owner shall furnish to Contractor a copy of the fully executed Contract Documents.

Any labor, documentation, services, materials, or equipment that may be reasonably inferred from the Contract Documents as being necessary to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

1.08 Safety

The Contractor is solely responsible for all safety and damage prevention initiatives necessary for the protection of all persons and property affected by the Work. All Work shall conform with all safety regulations affecting the Work, whether Federal, State, or Local, including, without limitation, 49 CFR 192, Pipeline Safety Regulations, Chapter 25.12 Florida Administrative Code, Florida Department of Transportation Accommodations Guide for work on State Rights-of-Way, O.S.H.A. Regulations, and any amendments thereto. All work shall conform with Operator Qualification (OQ) Rules (49 CFR Part 192, Subpart N; and 49 CFR Part 195, Subpart G) and shall comply with any updates or amendments as issued by the applicable Federal, State or Local Agency. When a situation arises that may affect the safety of persons and property at the Site and is not clearly defined by the regulations listed above, industry best practices will prevail to ensure the highest level of precaution is taken.

1.09 Traffic Control and Safety Equipment

The Contractor shall be responsible for furnishing all safety equipment or materials required for the execution of the Work. Detours, signs, lighting, barricades, flagging, and all other safety and traffic control measures must comply with the Florida Department of Transportation Design Standards and will be supplied by the Contractor. Maintenance of Traffic (MOT) using the Florida Department of Transportation Design Standards will be used on all State, County, and City roadway and right-of-way work. An advanced MOT certified individual must set up and maintain the MOT.

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.

1.10 Permits

PE shall obtain all necessary permits for execution of a particular Task Order and will provide the Contractor with a copy of the necessary permit(s) with each Work Order. The Contractor shall be responsible for performing all work in accordance with the terms and conditions of the permits. The Contractor is not permitted to proceed with the work provided in a Work Order unless it has received the necessary permits. The contractor must maintain a copy of all issued permits for a specific Work Order at the active location of the Work associated with that Work Order.

In the event of performing the Work, the Contractor determines or has reason to suspect that a permit not issued by Owner is necessary or relates to the Work at the Site, it is the responsibility of the Contractor to inform the Owner of the need to investigate said permit.

When a lane closure is deemed necessary, it must be approved by Owner and the Contractor is then responsible for notifying the appropriate State, County, or City agency and following the required MOT plan.

The Contractor shall be responsible for notifying the appropriate agency upon initiation of work within specific agencies right-of-way. The Contractor’s responsibilities shall include the coordination of matters related to issued permits with the above-referenced authorities including the prompt correction of all discrepancies. All work within State right-of-ways requires a 48 hour notice to FDOT.

1.11 Work Force

The Contractor shall at all times have a competent Foreman in charge of operations to whom instructions can be given and upon whom responsibility can be placed. Any employee declared by the Director or Administrator to be incompetent or untrustworthy shall be immediately replaced and not employed in any capacity on the Projects. Contractor shall not employ any person or subcontractor, whether initially or as a replacement, with whom PE may have reasonable objection.

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 Site.

The Contractor will not offer employment to any individual while that individual is currently employed with PE.

1.12 Setting a Schedule and Liquidated Damages

The Contractor must be prepared to complete Task Orders within the allowed number of days specified in the Proposal. For absent excusable delays, the Contractor must give notice in writing to PE within 10 days of commencement of such delay and prior to expiration of the allowed number of days. The request in writing for an extension of time may be granted or denied at the sole discretion of PE. The failure to provide timely written notice or to make a written request for extension of time is a waiver of Contractor's right to an extension of time.

The allowed number of days for completion includes observed holidays. If the Contractor is unable to work at least fifty percent (50%) of the normal work day due to inclement weather conditions, Contractor may not be charged a calendar day providing Contractor provides data and/or records to justify not charging a calendar day due to weather conditions.

Time is of the essence for this Work. The City will suffer financial loss if the Work is not completed within the time specified herein. Upon final execution of the Contract, Pensacola Energy shall issue a written notice to proceed. Contractor shall commence the Work described in the Task Order within not less than five (5) days or more than ten (10) calendar days from the date set by Pensacola Energy in the written notice to proceed. Should the Contractor fail to substantially complete the Work within the allowed number of days from the commencement date, PE shall be entitled to access as liquidated damages, but not as a penalty, the amount of $1000.00 day until final completion is reached. The contractor shall waive and relinquish any right to seek to characterize the above noted liquidated damages as a penalty. The contractor shall inform PE of any material procurement issues or delays ahead of starting the project.

1.13 Working Hours

Unless specified in the Task Order or when necessary for safety or the integrity of the Gas Distribution System, all work by Contractor shall be performed during regular working hours. The performance of work during overtime hours, weekends, or holidays recognized by the City must be approved by the Administrator.

1.14 Qualification of Personnel

The Contractor shall be responsible for training, qualifying, and evaluating its personnel, and any subcontractors, to perform work on natural gas pipelines. Training must meet the requirements of all Federal, State, and Local regulations and conform to the OQ provider

designated by the Owner. Proof that OQ requirements have been met for each person working for the Contractor or Subcontractor must be provided to the satisfaction of the Owner's Safety Representative prior to entering the job site.

Contractor shall meet, as a minimum requirement all applicable sections of 49 C.F.R 199 "Drug and Alcohol Testing" as also required by F.A.C. Chapter 25-12.005.

1.15 [THIS SECTION INTENTIONALLY LEFT BLANK]

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1.17 Starting the Work

Before performing the Work, the Contractor must have submitted the signed Construction/Service Agreement, provided evidence of insurance with PE named as additional insured, and have met to the Owner's satisfaction all terms, conditions, and specifications described therein.

Prior to construction, excavation, or installation at the Site, the Task Order must be signed by both parties. The Contractor and Foremen along with the Engineer, Gas Operations Superintendent, Inspector(s), and others as the Owner deems necessary will attend a preconstruction meeting. Proof of OQ shall be provided to the Owner Safety Representative and must meet their satisfaction. Owner will provide to the Contractor the Task Order, subsequent Work Order(s), and associated documentation. Utility locates must be performed according to Section 1.22.

1.18 Work Performed by Contractor

The Contractor shall install the Pipeline according to the plans given with the Task Order and Work Order. Contractor shall provide all equipment and tools necessary to perform the Work. The Contractor's responsibility shall include the performance of all construction necessary to furnish Owner with completed gas distribution lines ready for service with complete Site restoration. The Contractor is responsible for: loading, unloading and handling all pipe and other materials; utility locating; all ditching, backfilling, including breaking paved surfaces, tunneling, boring, and any other type of excavations; hauling, stringing, lining, tacking, and welding of pipe and fittings; application of joint coating materials, cleaning, swabbing, and inspecting of pipe to preclude possibility of foreign objects remaining inside the completed line; lowering in and placement of pipe and any pertinent equipment; installation of tracer wire and confirmation of continuity; furnishing labor and materials necessary for pressure testing all lines installed at the direction of the Owner and for locating and repairing leaks indicated by test; purging, capping, and pulling of riser for abandonment; backfilling, rolling, and compacting backfill; all asphalt and concrete removal and replacement as required, spoil removal, restoration of Site, and hauling, loading and unloading of Site restoration materials, cleanup of sidewalks and roadways affected by the Work; providing as-built drawings and close-out documents according to Section 1.19.

Cost of constructing new facilities shall include the cost to cut, plug, remove, as applicable, abandon existing facilities unless otherwise specified, and the cost to adjust, relocate, or extend service line facilities directly affected by construction of new facilities. Said work shall be performed only in the presence of Owner's Inspector, or with specific authorization from Owner.

Contractor is responsible for the performance of all work to the extent consistent with the Contract Documents and reasonably inferred from the Contract Documents as being necessary to produce the intended results. The Contractor is to coordinate his work with that of the Owner to expedite the entire work of all concerned.

All work shall be performed in accordance with the Material Manufacturers Specifications and be compliant with all applicable Federal, State, and Local regulations. These standards, manuals, practices, and specifications change periodically and the most current version must be complied with. Owner will make reasonable efforts to provide the Contractor with written revisions or updates; however, it is Contractor's responsibility to verify that it is operating under the most recent revision of the standards, manuals, practices, and/or specifications.

1.19 Completion of Task Orders

Contractor is responsible for submitting documentation to close job as required by Owner. Closing documentation may be required on paper and/or electronically as stipulated by the Owner. The required documentation will be submitted to the assigned Inspector or the Owner's Engineering Representative the day of making a main or gas service live regardless of overall work completion. Required documentation includes but may not be limited to any deviations from the original plans, as-built drawings, pressure tests, material usage, installation methods, permit documents, bore logs, service materials, the Task Order document, and any other documentation unique to the specified Work. The Contractor is responsible for designating the actual materials used, the feet of pipe installed, and any unit price work completed. If the required documentation is not returned to the Inspector or the Owner's Engineering Representative immediately upon the completion of a Work Order, Pensacola Energy will withhold up to 10% of the Task Order invoice until the contractor provides the required documentation and it is approved by the Owner's Engineering Representative.

1.20 Control of Operations:

The Owner shall instruct the Contractor in which location to work and shall control the sequence of Contractor's prosecution of the Work. The Contractor shall not open up work to the prejudice of work already started unless directed to do so by the Owner. The Owner may direct the Contractor to perform one Task Order in advance of another Task Order, may direct the Contractor to finish a particular Task Order before starting work on an additional Task Order, and may direct the sequence of construction for a particular Task Order.

1.21 Job Site

Owner shall provide all Easements when necessary for installation of a Pipeline on private property. Contractor shall not install or construct gas mains or Pipelines on property outside of the public right-of –way without written authorization from the Owner.

Use of the Job Site shall be limited to what is required for the Work scheduled within a limited block of time. Contractor's equipment shall be removed from the Site when no longer required for ongoing work. Storage of equipment, materials, and debris shall not unreasonably encumber the Site. Vehicles at the Site should be limited to those owned and insured by the Contractor and designated with a PE Contractor sign supplied by PE.

The Contractor shall be responsible for protecting both public and private monuments. No trees or shrubs shall be cut in a public right-of-way or on private property without written permission from the appropriate authority or owner of the property. Contractor shall be responsible for any costs associated with the failure to obtain such permission.

1.22 Locating Utilities

The Contractor shall be responsible for all utility locates, both overhead and underground, in the construction area and adjacent area. When excavating, the Contractor must adhere to Sunshine 811 and the Underground Facility Damage Prevention and Safety Act Chapter 556, Florida Statutes. It is the responsibility of the Contractor to verify the Sunshine 811 Positive Response and when a Sunshine 811 member fails to mark their facilities by the due date, the Contractor must use due diligence in locating unmarked utilities and ensuring the utility is not damaged during construction. Contractor shall also be responsible for contacting utilities who are not a member of Sunshine 811to request locates. Contractor shall perform all locates for PE natural gas facilities in planned construction areas before beginning Work. In marking PE natural gas facilities, however, the Contractor shall not use yellow paint. White paint is the Sunshine 811 specified color for all premarking by excavators. All damaged utilities shall be repaired at Contractor's expense or it is the responsibility of the Contractor to coordinate repair with damaged utility owner. In any case where the Contractor has evidence to show they are not at fault for damage of utility, the Contractor is responsible for coordination with damaged utility owner for determining responsible party. Damage to Pensacola Energy facilities may be deducted from any amounts due to Contractor.

1.23 Responsibility to the Public

The Contractor shall maintain proper liaison with property owners while performing work on public rights-of-way or private property. Proper liaison shall be directed by the Administrator or his designee to reflect good public relations as a PE representative. Contractor shall respond promptly to any complaints received from property owners or any complaints referred to the Contractor by the City. All excavated areas shall be properly backfilled and neatly dressed. All construction debris shall be promptly removed from the jobsite within 24 hours of area being disturbed. The contractor shall be responsible for

follow up jobsite restoration resulting from its failure to perform initial restoration in a manner satisfactory to the owner. If public right-of-way or private property is not restored within reason to satisfaction of PE Inspector, Inspector shall request Contractor to make the needed repairs. If Contractor has not made repairs within 48 hours of request, PE personnel will restore the owner's property and the cost of time and materials will be deducted from the particular Task Order invoice or future invoices until the cost is recovered by the City.

1.24 Inspection of Work

Inspectors shall be designated by Owner to inspect the Work done by Contractor, as the Owner deems necessary. Inspectors are not authorized to revoke, alter, or waive any requirement of the specifications. They shall be authorized to call to the attention of the Contractor any failure of the Work to conform to specifications and the Contract, and shall have the authority to reject materials or suspend the Work until any question at issue can be referred to and decided by the Owner. The presence of the Inspector shall in no way lesson the responsibility of the Contractor to perform its work in accordance with the Contract. Owner will assign each Task Order to an Inspector for Control of Operations described in Section 1.20, when deemed necessary. Inspector can provide technical interpretations of the Task Order documents. The Inspector shall check quality, progress, quantity of work performed, and maintenance of Site. Inspector will observe final pressure tests and accuracy of as-built drawings on completed work.

The Contractor shall furnish the Owner with every reasonable facility for ascertaining whether the work performed is in accordance with the requirements and intent of the plans, specifications and Contract. Contractor agrees to promptly remedy any defective work or failures to perform its work in accordance with the requirements and intent of the plans, specifications, and Contract, at Contractor's expense. If the Owner requests, the Contractor shall at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and replacing of the covering or replacing of parts or segments removed shall be paid as Extra Work or according to unit prices in the Proposal; but should the work so exposed or examined prove unacceptable, the uncovering and removal and the replacing of covering or re-installation of parts or segments removed shall be at the Contractor's expense.

Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered or obligate PE to final acceptance.

The Inspector may require that a production fusion joint be removed for testing if there is visible evidence that the joint does not comply with the appropriate fusion procedures. The Contractor shall not be entitled to any extra compensation for removal or replacement of the fusion joint if the request is made prior to covering the joint.

1.25 Materials

Pensacola Energy will provide all materials as shown in the attached pricing matrix.

Any extra materials or consumables necessary will be paid for by the Contractor.

1.26 Materials Wasted, Lost or Stolen

The Contractor is responsible for all materials. The cost of any materials wasted, lost or stolen while in the possession of the Contractor shall be charged to the Contractor and against any amounts due to the Contractor by the City.

1.27 Failure to Remove and Renew Defective Materials and Work

Contractor shall furnish pipe, fittings, valves, and other materials, it shall be the responsibility of the Contractor to examine all materials for any visible defects and to reject materials with visible or ascertainable defects. The Contractor shall bear the same responsibility for installing materials with visible or ascertainable defects as for performing faulty work.

Should the Contractor fail or refuse to remove and renew any visibly defective materials used or work performed, or to make any necessary repairs in an agreeable manner and in accordance with the requirements of the specifications, the Owner may have the unacceptable or defective materials or work removed and renewed, or may make such repairs as necessary to bring the work into compliance, all at the Contractor's expense. Any expense incurred by the City in making these removals, renewals, or repairs shall be paid out of any monies due or which may become due the Contractor, or may be charged against the Contract Bond. The City shall have the right to declare the Contractor in default due to a Contractor’s continued failure or refusal to make any and all necessary repairs promptly, fully, and in an acceptable manner. All costs and expenses incurred thereby shall be charged against the Contract Bond and/or the Contractor.

1.28 Default of Contract

If, in the opinion of the Director of PE, the Contractor fails to carry out Task Order(s) in an acceptable manner, the Director of PE will provide notice to the Contractor in writing of such deficiencies to the address provided by Contractor in its bid. If after five (5) days of PE’s provision of the notice the work has not resumed to the satisfaction of the Director, PE may take over the completion of the Task Order within its own organization, enter into agreements with others for the completion of the Task Order, use any such other methods as required to complete the Task Order, and may declare the Contractor in default of the Contract. The Contractor and his Surety shall be liable for all expenses incurred by the City in completing the Task Order(s).

In the event that the Contractor is declared in default of the Contract, the City shall have the authority, in its discretion, to terminate the Contract. If the Contract is terminated, any

Task Orders assigned to the Contractor but not yet completed may be revoked; however, PE may, in its discretion, permit the Contractor to complete such Task Orders.

1.29 Contract Term

The prices provided by Bidder in its Proposal(s) shall remain in effect for a period of one year from the date of execution of the Contract or the completion of the work.

1.30 Extra Work

If the Owner requests the Contractor to perform work for which there is no unit cost item in the Contract, then the Contractor shall perform the required Extra Work on an hourly basis. The request for Extra Work shall be made in writing and signed by the Director. The Contractor shall not perform any Extra Work until Contractor has received the request in writing, and will not be paid for any Extra Work unless there is such a written request. When applicable and when requested, the Contractor shall furnish a written estimate of the cost for the Extra Work based on the hourly rates listed in the Proposal. Any written estimate of the cost for Extra Work provided by the Contractor shall be based solely on Contractor's independent investigation of the project site and surrounding conditions. All Extra Work shall abide by and adhere to the provisions and specifications of the Contract.

1.31 Accounting for Work Performed

Each Work Order assigned to the Contractor shall contain a Work Order number and a Project cost code. All invoices submitted for payment of work performed shall identify the project by location, Task Order number and Project cost code number. No invoices will be paid unless the project is properly identified.

1.32 [THIS SECTION INTENTIONALLY LEFT BLANK]

1.33 [THIS SECTION INTENTIONALLY LEFT BLANK]

1.34 Guarantee

The Contractor agrees to guarantee all work in whole or in part to be free from construction defects for a period of one (1) year from the date of final payment of Contractor's invoice for a specific Task Order. Any defects resulting from Contractor neglect or faulty installation shall be repaired by the Contractor at its expense. All such correction of defects will be performed under the direction of the Owner or Owner's designee.

1.35 Termination of Contract

The City may, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of the City. The City may likewise terminate the Contractor in the event of a

default in the performance of the work by the Contractor, as provided in section 1.28. In the event of a termination, the Contractor shall be paid for completed and acceptable work executed in accordance with the Contract prior to the date of termination, in accordance with the unit prices. Contractor shall be compensated for partially completed work prior to the date of termination in accordance with the unit prices provided so long as such work is acceptable and in accordance with the specifications. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

1.36 Severability

In the event any section herein or any portion of a section herein is deemed unenforceable, the remainder of the Contract is severable and enforceable.

1.37 Damages

In no event shall the City be liable to the Contractor nor any of its Subcontractors, or any other person or organization, or to any Surety or employee or agent for any of the damages arising out of or resulting from a delay caused by or within the control of the Contractor, or delays beyond the control of both the City and the Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work. With regard to delays claimed to be caused by the City, the Contractor’s sole remedy shall be an extension of time to perform the work and the City shall not be liable for lost profits, overhead, or any other economic damages as a result of any such delay or any other cause.

1.38 Environmental Hazards

PE will reference any known environmental conditions or hazards to be within the Site of each Task Order. This information is for reference only and it is still the responsibility of the Contractor to meet all environmental agency requirements. If any hazardous environmental condition is found by the Contractor that was not referenced in the Project information, the Contractor will not be penalized for any delays in meeting environmental requirements. Contractor shall not resume work until Owner has obtained necessary permits.

Contractor shall be responsible and incur all costs for any hazardous environmental condition created by the Contractor, its employees or the Subcontractor and its employees. If a hazardous environmental condition is created the Contractor shall immediately cease work ensuring safety measures are taken, isolate the condition, and notify the Owner. The Owner shall then contact the appropriate agencies to investigate the conditions and determine what action is needed to remedy the situation.

SPECIAL CONDITIONS

2.01 ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

All Task Orders subject to this ITB involve the replacement of portions of steel main in locations indicated in the provided maps. Contractor shall furnish all pipe, fittings, valves, tracer wire, and other materials or necessary accessories that are an integral part of the pipeline or service lines. All pipe installations below “non-hard” surfaces may be by Open Trench Construction. However, the contractor shall restore all surfaces to preconstruction conditions regardless of method used, at its own cost. All Task Orders are subject to the foregoing and the following:

2.02 If actual conditions dictate a preferred location of the pipeline other than described on the Task Order and plans, the Owner may approve a field change. The Contractor shall not make any changes without written approval from the Owner. Any changes without such written approval are undertaken at the Contractor’s risk, as PE reserves the right to decline payment for unapproved changes and/or to require re-work of work completed pursuant to an unapproved change.

2.03 Payment for work completed shall be made by multiplying the unit prices in the Proposal times the actual work performed, whether more or less than the quantities estimated, and the Contractor shall not be entitled to any payments beyond these amounts.

2.04 Contractor is responsible for complete restoration of yards, right-of-ways, and roadways, including but not restricted to, damaged sewer laterals, repairs of driveways, streets, sidewalks, lawns, landscaping, and drainage. All site restoration must be complete within 10 working days of area being disturbed unless a more timely restoration is necessary for safety, preservation of the site, or required by the permitting agency. Any restoration requiring longer than 10 days or being scheduled for repair more than 10 days from time area was disturbed must be approved by the Owner’s Representative. Failure to restore a job site according to these terms may result in PE restoring the site and the cost of time and materials will be deducted from the particular Task Order invoice or future invoices until the cost is recovered by the City according to Section 1.23. PE does not provide any restoration materials.

2.05 Any required work not specifically set forth in the pay items but required for full installation shall be included in the price for main installation or services.

2.06 The materials, products and equipment described in the working documents establish a standard of required function, dimension, appearance, quality, and completed work item. All items not specifically shown in the drawings or called for in the specifications but that are customarily required to conform to the intent of the drawings or are necessary to properly complete the installation Project or Task Order are to be considered as part of the Work and required to be performed by the Contractor at existing unit prices.

2.07 Contractor will furnish and have on hand all necessary tools, work equipment and materials for all operations of this work in good repair prior to starting said operations. Owner may, at its sole option, refuse to allow operations to start or to continue anytime those necessary tools, materials, or work equipment is not available. However, it is not the responsibility of Owner to determine whether Contractor has all such necessary tools, work equipment, or materials.

2.08 Contractor shall not drain, spill, pour, abandon, bury or dispose of, in any manner, within the work area or on adjacent property, any oil, lubricant, solvent, fuel or any other material or waste. If any spills or disposals occur, either accidentally or deliberately, the Contractor shall be liable for all expenses incurred to remove all contaminated soil/vegetation and replace that removed soil/vegetation in accordance with appropriate governmental regulations and to the satisfaction of Owner.

2.09 Contractor shall neither repair nor overhaul any equipment using Owner's property as a temporary work area except for short duration emergency repair. Lubricants, fuel, or oil drained or moved from vehicles or equipment shall be caught in suitable containers and removed. Equipment or vehicles requiring overhaul or repair shall be removed to Contractor's yard as soon as practical and a replacement unit returned to the Site.

2.10 Excavated material shall be spoiled in a manner acceptable to Owner. The Contractor will put spent (used) abrasives, spent thinners, varsol, or other cleaning/hazardous/regulated waste materials in appropriate containers for disposal. Waste types must be kept separated. Do not mix wastes of various types. Spills or leaks of waste materials or hazardous materials (diesel, solvents, etc.) must be immediately reported to the Owner's Inspector. Contractor will make certain personnel responsible for handling, packaging, and transporting waste shall be properly trained. The Contractor will be required to minimize the waste generated by their operations. Techniques such as "cascading" of clean-up solvents, minimizing leftover, etc. will be required.

2.11 Contractor shall obtain Owner's approval to subcontract any work, prior to commencing the work.

2.12 The Contractor shall make final connection to all existing pipeline systems and shall purge and fill the pipeline with natural gas. The Administrator or designee shall instruct the Contractor as to the exact location where the pipeline is to terminate so as to expedite the connection work, and Contractor will terminate the pipeline in accordance with such direction. Pipelines shall be made live as soon as practical to allow for service changeover.

2.13 The unit price of all pipelines installed under roadways, driveways, and other areas shall include all cost including opening and closing the bore pit and receiving pit.

2.14 Main to be abandoned in place shall be done in accordance with applicable codes and regulations. Contractor shall provide and use a Combustible Gas Indicator (CGI) and train employees in the use of the CGI to verify a complete purge during abandonment of pipelines.

2.15 The Contractor must provide documentation of all operator qualifications for each employee before the commencement of work.

2.16 When installing tracer wire according to the Task Order specifications, the Contractor shall check and show proof of continuity. If continuity is not verifiable, the Contractor will be required to repair the tracer wire according to Section 1.27.

2.17 Contractor shall be responsible for ensuring that all employees and subcontracted employees adhere, as a minimum, to the Personal Protective Equipment Guide included in Exhibit A of the Contract Documents.

2.18 The scope of work shown by the facility maps/drawings and described herein may include, but is not limited to the following bid items, which are described in part below:

Estimated Quantities - Listed for comparative purposes only and shall not be interpreted as contract quantities. The actual quantities may be greater or less than those estimated. There are no guaranteed quantities and the City reserves its rights under the Contract regarding the assignment of work orders to the Contractor. The "Estimated Quantities" attached will be multiplied by the unit price bid for evaluation of the total bid.

Time Allowed For Completion – The number of calendar days for completion of all work performed by Contractor within the specified project area according to Section 1.18.

Steel Main Install - Will include trenching, final clean-up, restoration, and provide a completed pipeline system ready for gas distribution as herein specified and according to the attached PE facility map/drawing and specifications. Main shall be made live as soon as practical.

Steel to Steel Main Tie-in **-** Will include testing main, pigging line, installation of the necessary squeeze-off or steel appurtenances for gas control, as well as tapping through steel, and purging. Also includes final clean-up and restoration. All steel connections shall be welded connections (with no mechanical fittings).

Abandon Steel Main – Will include installation of the necessary fittings, squeeze-off or steel appurtenances for gas control, as well as tapping through steel, purging abandoned facilities, and capping lines, per PE standards, and final clean-up and restoration. This Item is only paid when retiring existing pressurized gas system per project design.

Dewatering pit/main line – Will include all equipment, labor, and provisions necessary to dewater when required for completion of work. All dewatering must adhere to requirements of Section 1.38 Environmental Hazards.

2.19 All materials must be U.S. made and meet or exceed the following specifications.

Pipe wall thickness and external protection to withstand anticipated internal pressures and external loads which may be imposed on the pipe while in service. The

least nominal wall thickness of plain end and threaded steel pipe used in the gas distribution system is found in Table 3.1.1. The design of steel mains and services for below ground installation requires the pipe to be externally coated and have cathodic protection.

TABLE 3.1.1
Least Nominal Wall Thickness

Nominal Pipe Size (Inches)	Least Nominal Wall Thickness[1] (Inches)		
	Plastic Pipe	Threaded Pipe	Plain End Pipe
1/2	.090	.109	.109
3/4	.095	.113	.113
1	.119	.133	.133
1¼	.166	.140	.140
1½	NA	.145	.145
2	.216	.154	.154
3	.304	.216	.216
4	.391	.237	.188
6	.576	-	.280
8	-	-	.322
10	-	-	.365
12	-	-	.219
16	-	-	.375

Steel valves will meet the minimum requirements, or equivalent, of ANSI/API Spec 6D and have a minimum service pressure rating of 200 psig at 140°F. Standards API-600, ANSI B16.34, ANSI B16.38, and ANSI B16.40 are equivalent to API-6A, API-6D, MSS SP-70, MSS SP-71 or MSS SP-78 for gas application purposes. Valve sizes not listed in valve standards API-6A and API-6D are approved for use provided manufactures design, build and test the valve in accordance with applicable requirements of API 6-A and 6D. Valves designed, built and tested in accordance with API-6A are required to have the appropriate API marking. When the valve does not have the API marking, the manufacturer provides a written certification that the valve complies with 49 CFR 192.145 Pensacola Energy will use steel weld neck or slip-on weld flanges of the appropriate ANSI Class that meet the minimum requirements of ASME/ANSI B16.5 or MSS SP-44.

Flange assembly specified for use in the gas system will comply with the maximum allowable operating pressure (MAOP) at which the pipeline segment is to be operated and is to maintain its physical and chemical properties at any temperature to which the pipeline may be subjected while in service. The dimensions and drilling of each in line or end flange purchased conforms to ASME/ANSI B16.5 "Steel Pipe Flanges and Flanged Fittings" or MSS SP-44 "Steel Pipe Line Flanges". Size and pressure standards designated in ANSI B16.5 and MSS SP-44 are used in the selection process. Flanges with raised faces will have contact surfaces finished in accordance with MSS SP-6 - Standard Finishes for Contact Faces of Connecting-End Flanges of Ferrous Valves and Fittings. The bolts, washers and nuts used to make a flange joint are made of an alloy

steel conforming to ASTM A193, A320 or A354 or of heat-treated carbon steel conforming to ASTM A449. All carbon and alloy steel nuts and bolts have coarse threads and Class 2A dimensions or Class 2B dimensions in accordance with ANSI B1.1. Machine bolts or stud bolts used in flange joints are long enough to extend completely through their companion nuts. Bolt, washer and nut assemblies are tightened or retightened as recommended by the flange manufacturer.

All prefabricated assemblies will be made from butt-weld fittings and pipe that has been produced in accordance with: Subsection 4.5 - Standard Fittings for regularly manufactured butt-welding fittings. Subsection 2.2 - Steel Pipe for pipe. The manufacturer of prefabricated assemblies will certify that each unit is tested to at least twice the maximum operating pressure to which it will be subjected to as specified by the Gas Distribution Engineer. Orange-peel bull plugs, orange-peel gauges, flat closures and fish tails will not be used in Pensacola Energy's gas distribution system.

NOTE:
Vendor must include in their proposal documentation that any construction materials provided by the vendor will comply with the domestic preference requirements found in the statutes below and that, upon completion of the work and prior to payment, the vendor must transmit documentation that any construction materials provided by the vendor do comply with the domestic preference requirements found in the statutes below.

State Statute 255.0993:
https://www.flsenate.gov/Laws/Statutes/2024/0255.0993

eCFR code Title 2, Subtitle A, Chapter I, Part 184:
https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-184

Exhibit A

PERSONAL PROTECTIVE EQUIPMENT GUIDE

EMERGENCY WORK RESPONSE WORK TASKS Emergency Response consists of any unplanned situation in which natural gas is blowing and being released into the atmospheffre uncontrolled. Usually occurs as a result of a pipeline failure from damage of defects to facilities.		**FR Coveralls & Hood, FR Glove Liners or FR Gloves**	**Airline Respirator (w/FR Hood & FR Glove liners or FR Gloves)**	**Safety Harness & Lifeline (Depth > 5' or Conditions Warrant)**	**Hard Hat**	**Eye Protection & Work Gloves**	**Hearing Protection**
While performing any type work (including on the fly) anywhere within the same excavation at any distance from blowing gas.		R	R	R	AV	R	R-EP
While standing above ground within established safety perimeter of any uncontrolled escaping gas site – initial perimeter 25 feet, adjusted based on CGI readings.		R	AV	AV	AV	R	AV
While squeezing off plastic pipe in separate excavation within safety perimeter.		R	AV	AV	AV	R	AV
	PLANNED WORK TASKS Anywhere within the same excavation						
1) Bar holing or initial excavation to locate a routine gas leak		AV	AV	AV	AV	R	AV
2) Drilling and stopping of EP gas mains and service		R	AV	AV	AV	R	R

connections							
3) Cutting in curb valves on any size live EP line		R	R	R	AV	R	R
4) Inserting and removing bags and stoppers on a greater than 2” tap hole or any size EP tap hole.		R	R	R	AV	R	AV
5) Removal of LP tapping equipment and installation of fittings in tapped holes less than or equal to 2”		R	AV	AV	AV	R	AV
6) Removal of LP tapping equipment and installation of fittings in tapped holes greater than 2”		R	R	R	AV	R	AV
7) Removal of LP tapping equipment and installation of any size LP fitting in an excavation greater than 5’ in depth		R	R	R	AV	R	AV
8) Removal of EP or LP drip standpipe while blowing gas		R	R	R	AV	R	R-EP AV-LP
9) Removal of EP or LP drip standpipe in no-blow conditions		AV	AV	AV	AV	R	AV
10) Utilizing underground boring equipment in sending or receiving excavation/trench		AV	AV	AV	AV	R	AV
11) Sidewall heat fusion on any size ‘live’ plastic pipe		R	AV	R	AV	R	AV
12) While performing tasks that could result in the sudden, uncontrolled release of gas (e.g. work on cracked mains,		R	R	R	AV	R	R-EP AV-LP

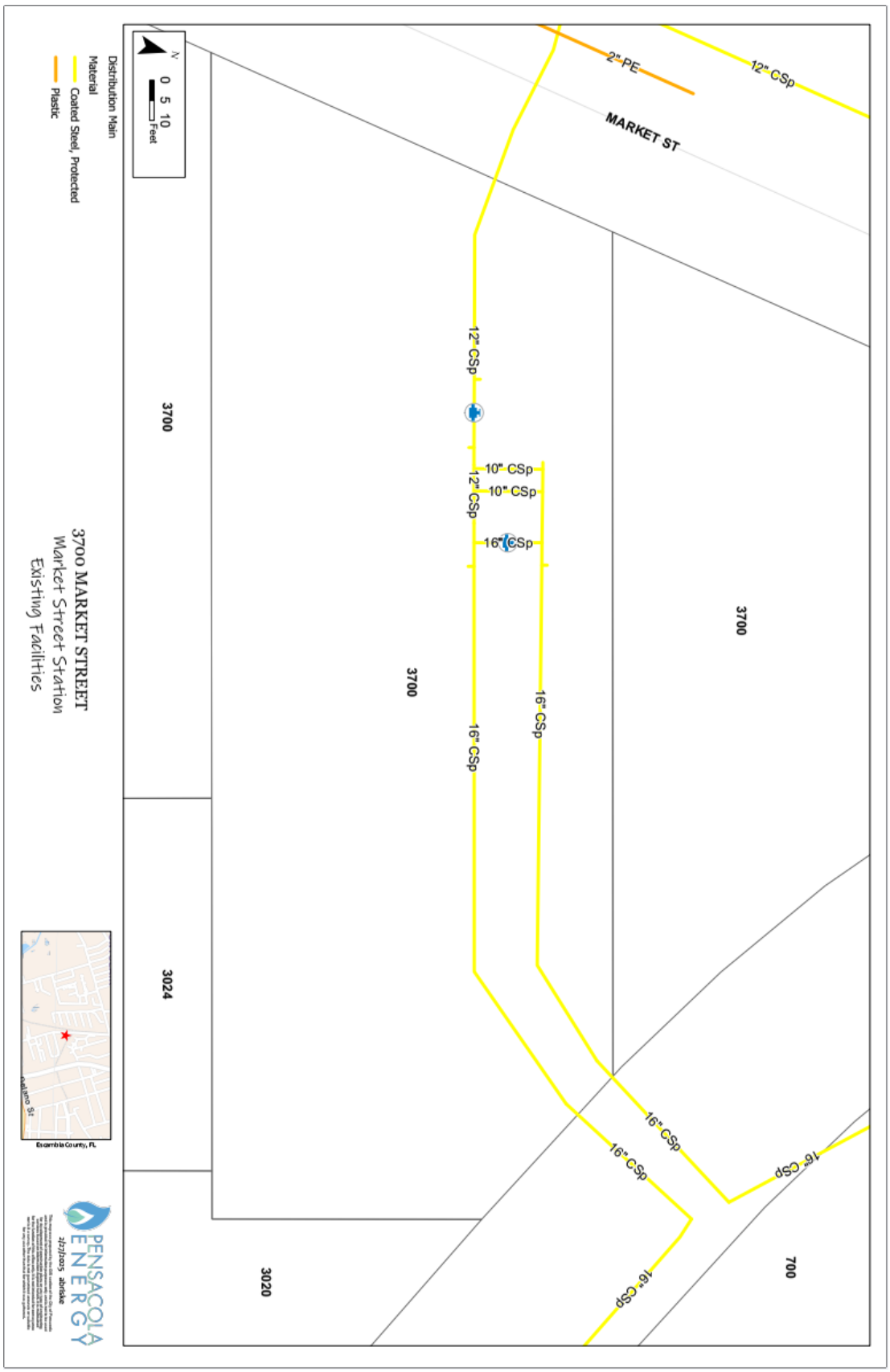
removal of supports under steel or cast iron mains, etc)							
13) Using compressed air equipment (i.e.: Jackhammer, Tamp, Rock Drill)					AV	R	R
14) While in 'hardhat required' work zone, or while in safety perimeter of machinery with overhead operating elements (i.e.: backhoe)					R	AV	AV
15) Purging service line to set meter					AV	R	AV
16) Adding Mercaptan to system		R				R	
	NOTE: When standing above ground within the immediate 2' – 3' spoil bank perimeter work area of an excavation when planned work tasks are being performed same PPE is required as if performing task.						

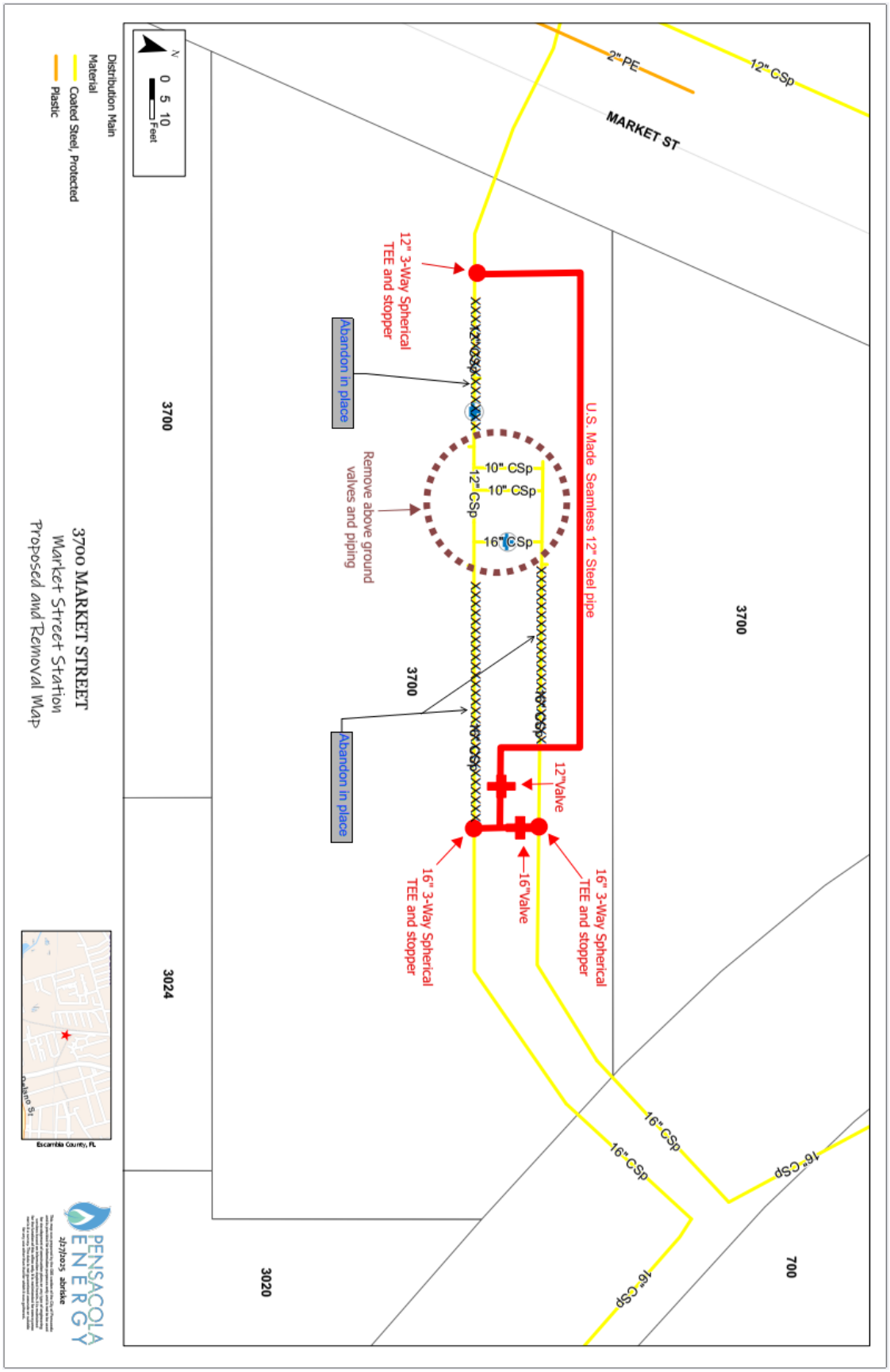
R = Required
AV = Available
FR = Fire Retardant
EP = Elevated Pressure (> 14" Water Column)
LP = Low Pressure (< water column)
*PPE Listed as AVailable means the equipment should be located at the work site vicinity for those persons trained to wear it and trained to perform the work task or emergency task at hand requiring its use. Any person, including Contractors, not qualified to perform tasks are not specifically required to have the individual PPE for those particular tasks at the work site and no attempt shall be made to perform any task that would potentially require it to be worn.
*If conditions change to a hazardous atmosphere or the airline and safety harness PPE requirement changes from AVailable to Required, personnel must perform the following actions immediately:

1. Exit the excavation
2. Set up the initial 25' safety perimeter if it is an Emergency Response Task

If person is PPE and Task Qualified
3. Don the necessary PPE
4. Resume work and perform ordinary repairs

If **not** PPE and Task Qualified
3. Call for qualified assistance
4. Do not re-enter excavation or perimeter


3700 MARKET STREET
Market Street Station
Existing Facilities
Distribution Main
Material
Coated Steel, Protected
Plastic
N
0 5 10
Feet
MARKET ST
2" PE
12" CSp
12" CSp
10" CSp
12" CSp
10" CSp
16" CSp
16" CSp
16" CSp
16" CSp
16" CSp
16" CSp
16" CSp
3700
3700
3700
3024
3020
700
Escambia County, FL
PENSACOLA ENERGY


3700 MARKET STREET
Market Street Station
Proposed and Removal Map
Distribution Main Material
Coated Steel, Protected
Plastic
0 5 10 Feet
MARKET ST
2" PE
12" CSp
12" 3-Way Spherical TEE and stopper
Abandon in place
Remove above ground valves and piping
10" CSp
12" CSp
10" CSp
16" CSp
U.S. Made Seamless 12" Steel pipe
12"Valve
16"Valve
16" 3-Way Spherical TEE and stopper
16" 3-Way Spherical TEE and stopper
Abandon in place
16" CSp
16" CSp
16" CSp
3700
3700
3700
3024
3020
700
Escambia County, FL
PENSACOLA ENERGY

PROPOSAL
(page 1)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

Total Project Cost

_____

(Written)

($_____)

Upon final execution of the Contract, Pensacola Energy shall issue a written notice to proceed. Contractor shall commence the Work described in the Task Order within not less than five (5) days or more than ten (10) calendar days from the date set by Pensacola Energy in the written notice to proceed.

Bid Security in the proper form and in the amount of $_____ is submitted.

Dunns#/UEID: _____ (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation
Contractor's Certification or Registration

No. _____ Expiration Date _____

Survey: How did you obtain this solicitation?

☐ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other:_____

Signature_____ Date:_____

Printed Name: _____ Title: _____

Company:_____ Address:_____

Telephone:_____ City:_____

Fax:_____ State:_____ Zip:_____

E-mail:_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 2)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

Company Name:_____

This project will involve Installation of a new U.S. made 12" steel gas main with an operating pressure of 200psi to replace an existing steel main infrastructure at Market Street Station located at 3700 Market Street. All existing underground piping will be abandoned in place as shown on the Proposed and Removal Map. The incoming 12" and the two (2) 16" steel gas mains will have spherical tees welded to them. Once both spherical tees are in place AND the new 12" pipe is in place the existing 12" and 16" Steel main will be stoppered and endcaps will be put in place. Once this part of the project is complete, the abandonment of the existing steel infrastructure will be completed.
All pipelines abandoned must be purged and the ends capped. All work areas will be free of any coating prior to the start of the project. Coating removal will be performed by Pensacola Energy. A load of clean backfill will be provided by Pensacola Energy for the initial backfill. The remaining backfill will be completed by using the existing soil that was removed during the project. Pensacola Energy will provide the material as shown below in the pricing matrix, all other supplies and consumables will be provided by the contractor. Please refer to the attached maps for information regarding the existing facilities, proposed facilities, and removal of facilities.

TIME ALLOWED FOR COMPLETION: 45 Days

Bid Item	Units	Est. Qty	Unit Price	Total Cost
12" STEEL Valve	EA	1	Pensacola Energy will provide material	
16" X 16" X 12" STEEL Tee	EA	1	Pensacola Energy will provide material	
16" STEEL Valve	EA	1	Pensacola Energy will provide material	
12" Coated STEEL Pipe	FT	180	Pensacola Energy will provide material	
16" Coated STEEL Pipe	FT	15	Pensacola Energy will provide material	
12" 90 Elbow	EA	4	Pensacola Energy will provide material	
16" 90 Elbow	EA	4	Pensacola Energy will provide material	
12" 3-WAY TD Williams Spherical TEE	EA	1	Pensacola Energy will provide material	
16" 3-WAY TD Williams Spherical TEE	EA	2	Pensacola Energy will provide material	
16" Steel End Cap	EA	4	Pensacola Energy will provide material	

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 3)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

Bid Item	Units	Est. Qty	**Unit Price**	**Total Cost**
12" STEEL TD Williams Stopper	EA	1	**$**	**$**
16" STEEL TD Williams Stopper	EA	2	**$**	**$**
Mobilization	LS	1	N/A	**$**
Restoration	LS	1	N/A	**$**
Removal/disposal of steel pipe and appurtenances	LS	1	N/A	**$**
Abandon in place of steel pipe	LS	1	N/A	**$**
***LS = Lump Sum**		**Total Project Cost**		**$**

Signature_____ Date:_____

Printed Name: _____ Title: _____

Company:_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 4)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY

Company Name: _____

EXPERIENCE:

BUSINESS STRUCTURE (Corporation, Partnership, LLC, Joint Venture (Applicants submitting applications as joint ventures shall submit a copy of their joint venture agreement)): _____

HEADQUARTERS LOCATION: _____

OWNER/ CEO: _____

TIME IN BUSINESS UNDER THE SAME NAME (List for separate firms of a joint venture):_____

- Include copies of current State of Florida professional registrations, certifications, and licenses held under the name of the responding entity relevant to Work.
- List five (5) natural gas pipeline utility projects which the responding entity has completed in the last five (5) years or is in the process of completing. Work listed should be the projects most comparable in size, complexity and project construction value to Work set forth in this Bid. For each of the five (5) projects, provide the following information:
    a. Project name and location
    b. Completion/anticipated completion date
    c. Project construction value
    d. Work performed directly by in-house staff
    e. Identify personnel likely to be assigned to this project
    f. Owner's representative name, address, phone and email
- Describe your proposed organization structure for Work set forth in this Bid. Give brief resumes of key in-house staff to be assigned. Include, as a minimum:
    a. Name and title
    b. How many years total experience
    c. How many years with the responding entity
    d. Examples of similar project experience
    e. Other relevant experience or education
    f. Completed Operator Qualifications for field workers
- List company owned equipment to be used to complete Work set forth in this Bid. Include, as a minimum:
    a. Boring machines
    b. Trucks
    c. Excavators

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 5)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY (CONT'D)

Company Name:_____

EXPERIENCE (CONT'D):

1. Project name and location: _____
   Completion/anticipated completion date: _____
   Project construction value: _____
   Work performed directly by in-house staff: _____
   _____
   _____
   _____
   _____
   Owner's Representative name: _____
   Owner's Representative address: _____
   Owner's Representative phone:_____
   Owner's Representative email_____

2. Project name and location: _____
   Completion/anticipated completion date: _____
   Project construction value: _____
   Work performed directly by in-house staff: _____
   _____
   _____
   _____
   _____
   Owner's Representative name: _____
   Owner's Representative address: _____
   Owner's Representative phone:_____
   Owner's Representative email_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 6)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY (CONT'D)

Company Name:_____

QUALIFICATIONS:

Describe your proposed organization structure for completion of the Work set forth in this Bid.

1. Proposed organization structure:
   _____
   _____
   _____
   _____

Give brief resumes of superintendents / branch managers that will be overseeing construction and on-site foreman to be assigned to the Work set forth in this Bid. (Attach additional pages if needed.)

1. Name of Project Superintendent: _____
   Years of total related experience: _____
   Years with the responding entity: _____
   Examples of similar project experience:
   _____
   _____
   _____
   _____
   Other relevant experience or education: _____

2. Name of on-site Foreman: _____
   Years of total related experience: _____
   Years with the responding entity: _____
   Examples of similar project experience:
   _____
   _____
   _____
   _____
   Other relevant experience or education: _____

   List of Operator Qualifications completed (attach additional page if needed):
   _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 7)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY (CONT'D)

Company Name:_____

QUALIFICATIONS (CONT'D):

3. Name of on-site Foreman: _____
   Years of total related experience: _____
   Years with the responding entity: _____
   Examples of similar project experience:
   _____
   _____
   _____
   _____
   Other relevant experience or education: _____

   List of Operator Qualifications completed (attach additional page if needed):
   _____
   _____

4. Name of on-site Foreman: _____
   Years of total related experience: _____
   Years with the responding entity: _____
   Examples of similar project experience:
   _____
   _____
   _____
   _____
   Other relevant experience or education: _____

   List of Operator Qualifications completed (attach additional page if needed):
   _____
   _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 8)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY (CONT'D)

Company Name:_____

QUALIFICATIONS (CONT'D):

5. Name of on-site Foreman: _____
   Years of total related experience: _____
   Years with the responding entity: _____
   Examples of similar project experience:
   _____
   _____
   _____
   _____
   Other relevant experience or education: _____

   List of Operator Qualifications completed (attach additional page if needed):
   _____
   _____

6. Name of on-site Foreman: _____
   Years of total related experience: _____
   Years with the responding entity: _____
   Examples of similar project experience:
   _____
   _____
   _____
   _____
   Other relevant experience or education: _____

   List of Operator Qualifications completed (attach additional page if needed):
   _____
   _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 9)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY (CONT'D)

Company Name:_____

CAPACITY

List company owned equipment (make and model) to be used to perform the Work specified in this Bid in the manner and time set forth in the specifications

1. Direction Drill Machines:

   _____

   _____

   _____

   _____

   _____

   _____

2. Mud Vacuum Truck/Trailers:

   _____

   _____

   _____

   _____

   _____

   _____

   Mini Excavators:

   _____

   _____

   _____

   _____

   _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 10)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT
MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY (CONT'D)

Company Name:_____

CAPACITY (CONT'D):

Pipe Trailers (to accommodate 40'sticks):

_____

_____

_____

Coil Pipe Trailers:

_____

_____

_____

Other large equipment planned to be used for this project:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name:_____ Date:_____

Authorized Signature:_____ Printed Name:_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

_____
Company Name

_____
Authorized Signature

_____
Printed Name

_____
Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

City of Pensacola
Florida

CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

A. Federal Clean Water Act as amended in 1987
B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be $ _____, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

_____

_____

_____

_____

_____

_____

_____

_____
Authorized Official

THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Florida Statue §287.087, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

_____ _____

Signature Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

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:

<u>THIS FORM MUST BE INCLUDED IN SUBMITTAL.</u>

MINORITY/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.

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.		
2.		
3.		
4.		
5.		
6.		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

> **A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than $1 million. The business must be located in Escambia or Santa Rosa County.**

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business_____

Address_____

Owner(s)'s Name(s)_____

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

NAME OF SBE FIRM	PRIME OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1.		
2.		
3.		
4.		
5.		
6.		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BIDDERS LIST FORM

The City of Pensacola 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. It 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: _____

Business Address: _____

Street City State Zip

County Business is located in: _____

Name of Contact Person: _____

Phone: ( ) _____ Fax: ( ) _____

Email Address: _____

Is this business certified as a Disadvantaged Business Enterprise? Yes No

Business Annual Gross Receipts: …….Less than $500,000.....$500,000 to $1,000,000

$1,000,000 to $2,000,000…….$2,000,000 to $5,000,000…….Over $5,000,000

Age of Business: _____ Years _____ Months

Part B: Project and Work Description

RFP # _____ Project Name: _____

Provide brief description of scope of work, services, and/or materials to be performed/furnished:

_____

_____

_____

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: _____

Printed Name: _____ Title: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

REQUIRED DOCUMENTS ACKNOWLEDGEMENT
Bid/RFP/RFQ #25-033

Purchasing Forms		**Initials**
1)	Proposal Page(s)	_____
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)	Certification for Erosion and Sedimentation Compliance	_____
7)	Veteran Business Enterprise Statement	_____
8)	Minority/Women Business Enterprise Statement	_____
9)	Small Business Enterprise Statement	_____
10)	Bidders List	_____
11)	Required Documents Acknowledgement	_____
12)	Acknowledgement of addenda (signed signature pages of addenda)	_____

Other Requirements		**Initials**
13)	Documentation regarding State Statute 255.0993 and eCFR code Title 2, Subtitle A, Chapter I, Part 184	_____

Company Name: _____

Authorized Officer's Name: _____ Title: _____

Signature of Officer: _____ Date:_____

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 #25-033** for the following reason(s):

SPECIFICATIONS	NATURE OF AWARD
___ Specifications too "tight" (i.e., limited to one brand or manufacturer)	___ Insufficient time to respond
___ Specifications unclear	___ Equivalent options not offered
___ Unable to meet specifications	___ Other (please explain below)

Explanation:

_____

_____

_____

_____

We request to:

_____ remain in this service category for future City of Pensacola solicitations.

_____ be removed from this service category and remain on the City's solicitation list.

_____ be removed from the City's solicitation list.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____)_____ Fax: (____)_____

Email: _____

Signature of Officer: _____ Date: _____

PURCHASING GENERAL CONDITIONS

To ensure acceptance, all bidders submitting bids to the City of Pensacola shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids not submitted on the bid form(s) provided shall be rejected, and bids not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).

2. **Award of Bids:** Recommendations for award of bids are made to the Mayor or City Council based on the lowest and best responsible bidder meeting all conditions and requirements of the specifications.

3. **Bid Bond: The particular item(s) or service(s) outlined within the attached specifications require(s) that a certified check, cashier's check, or insurance company's executed bond made payable to the City of Pensacola accompany your proposal as specified in the solicitation. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft.** Checks or drafts accepted as good faith deposits will be retained within the City's Finance Department until award and execution of contract is complete, or until a purchase order is issued to the successful proposer. Any proposer withdrawing his proposal after the proposal opening forfeits the right of return of his good faith deposit.

4. **Bid Withdrawal:** No bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by Mayor or City Council.

5. **Delivery:** Bid quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) or service(s) ordered nor any risk of loss shall be passed to the City of Pensacola until after receipt of delivery has been acknowledged by an authorized representative of the City of Pensacola.

6. **Discounts:** Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Pensacola or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low bid.

7. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

8. **Exceptions to Specifications:** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that consideration be given in evaluating bids, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.

9. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.

10. **Identical Tie Bids:** In the event that two or more bids are identical in price, preference shall be given to business with Drug-Free Workplace Programs. A Drug-Free Workplace Certificate is enclosed.

11. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the City of Pensacola including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

12. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Invitation to Bid Page. Inquiries must reference the bid item(s) or service(s) and the date of the bid submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.

13. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The Bidder agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

14. **Licenses, Registration and Certificates:** Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).

15. **Mistakes:** Bidders are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the bidder's risk. Unit prices bid will govern in award.

16. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s)s received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.

17. **Permits and Taxes:** The bidder shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Bidders who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.

18. **Pre-Bid Meetings:** If a bid requires a mandatory pre-bid meeting, any representative of a firm wishing to submit a bid must sign in with the name of the bidding firm.

19. **Prohibited Conduct by Bidders:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with the Mayor, any member of Pensacola City Council or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.

20. **Protests:** Protests of the plans, specifications, and other requirements of bids and requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled bid submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of bid or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.

21. **Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).

22. **Public Records:** Any material submitted in response to this Invitation to Bid will become a public document pursuant to Florida Statute §119.07. This includes material which the

responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the bid pursuant to Florida Statute §119.07.

23. **Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

24. **Rejection of Bids:** The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item or service number, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

25. **Sealed Bids:** The specifications and all executed bid forms must be submitted in a sealed envelope. All bids must be signed by an authorized representative of the bidder. In the event more than one bid submittal deadline is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the bidder, the item(s) or service(s) bid and the bid number.** It shall be the sole responsibility of the bidder to assure receipt of bid at the specified location prior to the published time for the bid submittal deadline. No bid will be accepted after closing time for receipt of bids, **nor will any offers by telephone, fax, internet or email be accepted**.

26. **Tax:** The City of Pensacola is exempt from all State and local sales tax.

27. **Unauthorized Aliens:** The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

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

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

CONTRACT BETWEEN CITY OF PENSACOLA AND [xxxCONTRACTORxxx]
BASED UPON INVITATION TO BID #_____

THIS CONTRACT ("Contract") is made this ___ day of _____, 20__, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and _____, ("Contractor"), a corporation authorized to do business in Florida, located at _____, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #_____, on _____, 20__ ("Invitation to Bid"), as described in Project Manual/Specifications for _____, Bid #_____, as modified by any addendum to the Project Manual, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "Bid Documents"); and

WHEREAS, in response to the Bid Documents, the Contractor submitted to the City a proposal dated _____, 20__, ("Proposal") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Bid Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will

SAMPLE

comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.
The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of _____ ($_____) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (___) Yes (___) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract.

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

SAMPLE

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

(Contractor's Name)

By_____
President

(Printed President's Name)

Attest_____
Corporate Secretary

(CORPORATE SEAL)

CITY OF PENSACOLA, FLORIDA

Mayor, D. C. Reeves

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

Department Director

Legal in form and execution:

City Attorney

SAMPLE

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

EXHIBIT A

BID DOCUMENTS

SAMPLE

EXHIBIT B

PROPOSAL

The Proposal dated _____, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

SAMPLE

PUBLIC CONSTRUCTION BOND

STATE OF FLORIDA
COUNTY OF _____

BY THIS BOND, WE: _____, as Principal

and _____ a corporation, as Surety, are bound

to **City of Pensacola**, herein called Owner, in the sum of $_____ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.
THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provision in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

	PRINCIPAL	**SURETY**	**OWNER**
Name	_____	_____	City of Pensacola
Bus. Addr.	_____	_____	P. O. Box 12910 Pensacola, FL 32521
Tel. #	_____	_____	(850) XXX-XXXX

SAMPLE

IN WITNESS WHEREOF, the said

_____, as Principal herein has caused

these presents to be signed in triplicate in its name, by its _____

under its corporate seal, and the said _____ as surety herein, has caused these presents to be signed in triplicate in its name by its _____ under the corporate seal, this _____day of_____, 20____A.D.

ATTEST:

_____ _____
(Print) Principal

_____ By _____
Signature (Print)

_____
ATTEST: (Title)

_____ _____
(Print) Signature

_____
Signature

Surety

By _____
(Print)

_____

SAMPLE

Addendum Date: June 17, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

BID NO: 25-033

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.

Company:_____ Date:_____

Authorized Representative:_____ Title:_____
Printed Name

Signature:_____

Q1. Will the City of Pensacola qualify welders for the project?
A1. No, Contractor must provide Pensacola Energy the certification documentation to show qualifications of welder.

Q2. Is there a project specific list of required Operator Qualifications?
A2. The following list may not be all-inclusive of the required OQ's but should cover the majority of the requirements. Once the contract is awarded, the Pensacola Energy Safety and Training Manager will meet with the Contractor's safety representative. At that time, each of the tasks under the OQ's listed below will be reviewed to determine which specific ones apply to the work.

- Backfilling and Excavation
- Corrosion Control – Inspecting for Atmospheric Corrosion
- Damage Prevention and Excavation
- Inspecting and Operating Valves
- Purging Pipeline
- Tapping Pipelines Under Pressure
- Abandoning of Service – Lines and Mains
- Installation of Steel Pipe in a Ditch
- Tapping a Pipeline (Tap Diameter Greater than 2 inch)
- Stopper (Stopple) Pipe

Q3. Will the contractor be required to pick up materials supplied by the City of Pensacola?
A3. Pensacola Energy will deliver all materials specified within the bid documents to the site. All consumables and miscellaneous material needed will be provided and delivered by the Contractor.

Q4. What are the site restoration requirements?
A4. The Contractor is responsible for filling and grading the work area. No seed or sod will be required.

Q5. Are there any work hour/day restrictions?
A5. Work schedules must be approved by the Pensacola Energy Project Administrator.

Q6. Is a 6-day, 10-hour day schedule acceptable?
A6. Pensacola Energy does not have any objections to the contractor working this schedule.

Q7. Is the contractor responsible for painting the new above-ground facilities?
A7. No, painting the above ground facilities will not be required. Pensacola Energy will Trenton Wrap the above ground facilities.

Q8. Is the City of Pensacola providing x-ray services?
A8. Pensacola Energy does not provide X-Ray services.

Mandatory Pre-Bid Meeting Questions and Answers

Q1. Can the pipe run be installed on the south side of the existing pipe or does it have to be on the north side?
A1. There is a ground bed located south of the existing pipe. We would review on-site.

Q2. Is the pipe coated?
A2. Yes and the existing pipe coating will be removed by Pensacola Energy within the work area.

Q3. Who will dispose of the above ground pipe being removed?
A3. Pensacola Energy will provide a dump trailer, all material will be cut up and loaded by Contractor.

Q4. Who will coat and wrap the new pipe?
A4. Pipe has a manufactures coating, contractor will be responsible for coating areas of the pipe disturbed during welding/construction. Pensacola Energy will Trenton wrap all above ground piping.

Q5. What type of valves will we provide?
A5. The valves will be above ground gear operated flanged Cameron valves.

Q6. Do you want the below ground pipe to be abandoned, removed?
A6. Any existing pipe that is below ground will be abandoned in place.

Q7. Are taps provided?
A7. Pensacola Energy will provide the TD Williams spherical tees, Contractor will provide all other materials and equipment needed to perform the tap.

Q8. Will new valves be below ground?
A8. No, the valves will be above ground, all other pipe will be below ground.

Q9. Do you have other drawings besides these?
A9. No.

.

Q10. Are there above ground insulators? Welded or flanged?
A10. Yes, the flanged valves will have insulators.

Q11. Will Pensacola Energy provide a written welding procedure?
A11. Pensacola Energy follows the industry standards for welding on Natural Gas Pipelines outlined within 49 CFR Part 192. Leak testing procedure for the TD Williams spherical Tees is included.

Q12. Will PE accept Contractor's welder's certification if qualified for the size pipe to be welded?
A12. Yes, if the certification was received while following the industry standards for welding on Natural Gas Pipelines outlined within 49 CFR Part 192.

Q13. Can we dig mechanically in work area?
A13. Yes, caution must be used due to the probability of unknowns taps on the existing pipes.

EXHIBIT B

PROPOSAL

The Proposal dated, June 20,2025, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

PROPOSAL
(page 1)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

Total Project Cost

FOURHUNDRED THIRTY THOUSAND SIX HUNDRED FIFTY FIVE DOLLARS AND FIFTY FOUR CENTS
(Written)

($ 430,655.54)

Upon final execution of the Contract, Pensacola Energy shall issue a written notice to proceed. Contractor shall commence the Work described in the Task Order within not less than five (5) days or more than ten (10) calendar days from the date set by Pensacola Energy in the written notice to proceed.

Bid Security in the proper form and in the amount of $ 5% is submitted.

Dunns#/UEID: 05-611-2287 (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation
Contractor's Certification or Registration
No. CUC056738 Expiration Date 8/31/2026

Survey: How did you obtain this solicitation?

X City of Pensacola website Central Bidding Demandstar

Other:

Signature Randall Wayne Lee Date: 6/20/2025

Printed Name: Randall Wayne Lee Title: Vice President

Company: Utility Service Co Inc Address: 4326 Gulf Breeze Parkway

Telephone: 850-932-5342 City: Gulf Breeze

Fax: 850-932-0258 State: Florida Zip: 32563

E-mail: utilityservice@uscofl.com

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 2)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

Company Name: Utility Service Co Inc

This project will involve Installation of a new U.S. made 12" steel gas main with an operating pressure of 200psi to replace an existing steel main infrastructure at Market Street Station located at 3700 Market Street. All existing underground piping will be abandoned in place as shown on the Proposed and Removal Map. The incoming 12" and the two (2) 16" steel gas mains will have spherical tees welded to them. Once both spherical tees are in place AND the new 12" pipe is in place the existing 12" and 16" Steel main will be stoppered and endcaps will be put in place. Once this part of the project is complete, the abandonment of the existing steel infrastructure will be completed.
All pipelines abandoned must be purged and the ends capped. All work areas will be free of any coating prior to the start of the project. Coating removal will be performed by Pensacola Energy. A load of clean backfill will be provided by Pensacola Energy for the initial backfill. The remaining backfill will be completed by using the existing soil that was removed during the project. Pensacola Energy will provide the material as shown below in the pricing matrix, all other supplies and consumables will be provided by the contractor. Please refer to the attached maps for information regarding the existing facilities, proposed facilities, and removal of facilities.

TIME ALLOWED FOR COMPLETION: 45 Days

Bid Item	Units	Est. Qty	Unit Price	Total Cost
12" STEEL Valve	EA	1	Pensacola Energy will provide material	
16" X 16" X 12" STEEL Tee	EA	1	Pensacola Energy will provide material	
16" STEEL Valve	EA	1	Pensacola Energy will provide material	
12" Coated STEEL Pipe	FT	180	Pensacola Energy will provide material	
16" Coated STEEL Pipe	FT	15	Pensacola Energy will provide material	
12" 90 Elbow	EA	4	Pensacola Energy will provide material	
16" 90 Elbow	EA	4	Pensacola Energy will provide material	
12" 3-WAY TD Williams Spherical TEE	EA	1	Pensacola Energy will provide material	
16" 3-WAY TD Williams Spherical TEE	EA	2	Pensacola Energy will provide material	
16" Steel End Cap	EA	4	Pensacola Energy will provide material	

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 3)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

Bid Item	Units	Est. Qty	Unit Price	Total Cost
12" STEEL TD Williams Stopper	EA	1	$ 218,907.48	$ 218,907.48
16" STEEL TD Williams Stopper	EA	2	$ 64,823.98	$ 129,647.96
Mobilization	LS	1	N/A	$ 42,839.33
Restoration	LS	1	N/A	$ 14,726.44
Removal/disposal of steel pipe and appurtenances	LS	1	N/A	$ 11,344.49
Abandon in place of steel pipe	LS	1	N/A	$ 13,189.84
***LS = Lump Sum**		**Total Project Cost**		$ 430,655.54

Signature Randall Wayne Lee Date: 6/20/2025

Printed Name: Randall Wayne Lee Title: Vice President

Company: Utility Service Co Inc

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 4)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY

Company Name: Utility Service Co Inc

EXPERIENCE:

BUSINESS STRUCTURE (Corporation, Partnership, LLC, Joint Venture (Applicants submitting applications as joint ventures shall submit a copy of their joint venture agreement)): Corporation

HEADQUARTERS LOCATION: Gulf Breeze Florida

OWNER/ CEO: William Victor Lee

TIME IN BUSINESS UNDER THE SAME NAME (List for separate firms of a joint venture): 51 Years

- Include copies of current State of Florida professional registrations, certifications, and licenses held under the name of the responding entity relevant to Work.
- List five (5) natural gas pipeline utility projects which the responding entity has completed in the last five (5) years or is in the process of completing. Work listed should be the projects most comparable in size, complexity and project construction value to Work set forth in this Bid. For each of the five (5) projects, provide the following information:
    a. Project name and location
    b. Completion/anticipated completion date
    c. Project construction value
    d. Work performed directly by in-house staff
    e. Identify personnel likely to be assigned to this project
    f. Owner's representative name, address, phone and email
- Describe your proposed organization structure for Work set forth in this Bid. Give brief resumes of key in-house staff to be assigned. Include, as a minimum:
    a. Name and title
    b. How many years total experience
    c. How many years with the responding entity
    d. Examples of similar project experience
    e. Other relevant experience or education
    f. Completed Operator Qualifications for field workers
- List company owned equipment to be used to complete Work set forth in this Bid. Include, as a minimum:
    a. Boring machines
    b. Trucks
    c. Excavators

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 5)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY (CONT'D)

Company Name: Utility Service Co Inc

EXPERIENCE (CONT'D):

1. Project name and location: 3 MILE BRIDGE 8" GAS MAIN RELOCATION
   Completion/anticipated completion date: 6/2021
   Project construction value: _____
   Work performed directly by in-house staff: REPLACED ~2500 LF OF 8" STEEL GAS MAIN WITH 8" PE GAS MAIN, VALVES, ETC. STEEL LINE STOPS WERE USED FOR FOR CUT, CAP, PURGE AND RECHARGE MAIN.
   Owner's Representative name: CITY OF GULF BREEZE
   Owner's Representative address: 1070 SHORELINE DR GULF BREEZE FL 32561
   Owner's Representative phone: 850-934-5100
   Owner's Representative email RBLACK@GULFBREEZEFL.GOV

2. Project name and location: NAS PENSACOLA - GOLF COURSE CLUB HOUSE
   Completion/anticipated completion date: 8/2021
   Project construction value: $200,000
   Work performed directly by in-house staff: RELOCATED 8" STEEL MAIN WITH 8" PE MAIN AROUND PROPOSED BUILDING ADDITION. INSTALLED 8" SPHERICAL TEE FOR CUT, CAP AND TIE IN WITHOUT DISRUPTION OF GAS FLOW ON NAS PENSACOLA.
   Owner's Representative name: JAMS NAS PENSACOLA / ALUTIIQ
   Owner's Representative address: 310 JOHNS TOWER RD PENSACOLA FL 32508
   Owner's Representative phone: 850-503-3283
   Owner's Representative email CBRIGGS@ALUTIIQ.COM

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 5)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY (CONT'D)

Company Name: Utility Service Co Inc

EXPERIENCE (CONT'D):

1. Project name and location: US HWY 98 UTILITY RELOCATION
   Completion/anticipated completion date: 8/2024
   Project construction value: $5,000,000
   Work performed directly by in-house staff: RELOCATED 2" - 6" PE AND STEEL NATURAL GAS MAINS AT 28 LOCATIONS ALONG HWY 98. UTILIZED LINE STOPS, BYPASSES, ETC ON PE AND STEEL FOR TIE-IN'S, CUT/CAP, PURGE AND RECHARGING OF MAINS.
   Owner's Representative name: CITY OF GULF BREEZE
   Owner's Representative address: 1070 SHORELINE DR GULF BREEZE FL 32561
   Owner's Representative phone: 850-934-5100
   Owner's Representative email RBLACK@CITYOFGULFBREEZE.GOV

2. Project name and location: 8" STEEL GAS MAIN EMERGENCY REPAIR
   Completion/anticipated completion date: 2/2025
   Project construction value: $150,000
   Work performed directly by in-house staff:
   COMPLETED 6"/8" REPAIR OF STEEL GAS MAIN ON NAS PENSACOLA. REPLACED SECTION OF STEEL GAS MAIN WITH PE GAS MAIN.
   Owner's Representative name: ALUTIIQ
   Owner's Representative address: 310 JOHNS TOWER RD PENSACOLA FL 32508
   Owner's Representative phone: 850-503-3283
   Owner's Representative email CBRIGGS@ALUTIIQ.COM

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 6)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY (CONT'D)

Company Name: Utility Service Co Inc

QUALIFICATIONS:

Describe your proposed organization structure for completion of the Work set forth in this Bid.

1. Proposed organization structure:

   Project Managers/Superintendents - William Lee (Bill) and Randy Lee
   Project Foreman - Greg Thorson

Give brief resumes of superintendents / branch managers that will be overseeing construction and on-site foreman to be assigned to the Work set forth in this Bid. (Attach additional pages if needed.)

1. Name of Project Superintendent: William Lee/Randy Lee
   Years of total related experience: 40/7
   Years with the responding entity: 40+
   Examples of similar project experience:
   Multiple projects consiting of spherical tee, line stop tee and tap/stop applications
   Other relevant experience or education: Steel and PE gas experience

2. Name of on-site Foreman: Greg Thorson
   Years of total related experience: 30+
   Years with the responding entity: 30+
   Examples of similar project experience:
   Steel and PE gas main installation, linestop, purge and charge experience.
   Other relevant experience or education: General excavation and operator experience.

   List of Operator Qualifications completed (attach additional page if needed):
   Energy Worldnet

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 7)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY (CONT'D)

Company Name: UTILITY SERVICE CO INC

QUALIFICATIONS (CONT'D):

3. Name of on-site Foreman: _____
   Years of total related experience: _____
   Years with the responding entity: _____
   Examples of similar project experience:
   _____
   _____
   _____
   _____
   Other relevant experience or education: _____

   List of Operator Qualifications completed (attach additional page if needed):
   _____
   _____

4. Name of on-site Foreman: _____
   Years of total related experience: _____
   Years with the responding entity: _____
   Examples of similar project experience:
   _____
   _____
   _____
   _____
   Other relevant experience or education: _____

   List of Operator Qualifications completed (attach additional page if needed):
   _____
   _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 8)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY (CONT'D)

Company Name:_____

QUALIFICATIONS (CONT'D):

5. Name of on-site Foreman: _____
   Years of total related experience: _____
   Years with the responding entity: _____
   Examples of similar project experience:
   _____
   _____
   _____
   _____
   Other relevant experience or education: _____

   List of Operator Qualifications completed (attach additional page if needed):
   _____
   _____

6. Name of on-site Foreman: _____
   Years of total related experience: _____
   Years with the responding entity: _____
   Examples of similar project experience:
   _____
   _____
   _____
   _____
   Other relevant experience or education: _____

   List of Operator Qualifications completed (attach additional page if needed):
   _____
   _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 9)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY (CONT'D)

Company Name: Utility Service Co Inc

CAPACITY

List company owned equipment (make and model) to be used to perform the Work specified in this Bid in the manner and time set forth in the specifications

1. Direction Drill Machines:
   N/A

2. Mud Vacuum Truck/Trailers:
   N/A

Mini Excavators:
Volvo 60
VOLVO 60
TB250

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 10)
BID NO. 25-033

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

EXPERIENCE, QUALIFICATIONS AND CAPACITY (CONT'D)

Company Name: Utility Service Co Inc

CAPACITY (CONT'D):

Pipe Trailers (to accommodate 40'sticks):
American Eagle (2)

Coil Pipe Trailers:
Sweet Water

Other large equipment planned to be used for this project:

Volvo 60 Excavator
Volvo 145 Excavator
KOBELCO 210 EXCAVATOR
KAWASAKI WHEEL LOADER

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: Utility Service Co Inc

Vendor FEIN: 59-1431542 Phone Number: 850-932-5342

Vendor's Authorized Representative Name and Title: Randall Wayne Lee Vice President

Address: 4326 Gulf Breeze Parkway

City: Gulf Breeze State: Florida ZIP: 32563

Email Address: UTILITYSERVICE@USCOFL.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: Randall Wayne Lee
AUTHORIZED SIGNATURE

Print Name and Title: Randall Wayne Lee

Date: 6/20/2025

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: Utility Service Co Inc Date: 6/20/2025

Authorized Signature: Randall Wayne Lee Printed Name: Randall Wayne Lee

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.

Utility Service Co Inc
Company Name

Randall Wayne Lee
Authorized Signature

Randall Wayne Lee
Printed Name

6/20/2025
Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

City of Pensacola
Florida

CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

A. Federal — Clean Water Act as amended in 1987
B. State — Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
C. Local — Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be $ $2500, 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:

Silt fence installation, maintenance and removal

Randall Wayne Lee
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.

Randall Wayne Lee
Signature

RANDALL WAYNE LEE
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:
N/A		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

MINORITY/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.

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 Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

> **A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than $1 million. The business must be located in Escambia or Santa Rosa County.**

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business_____

Address_____

Owner(s)'s Name(s)_____

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

NAME OF SBE FIRM	PRIME OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1.		
2.		
3.		
4.		
5.		
6.		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BIDDERS LIST FORM

The City of Pensacola 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. It 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: Utility Service Co Inc

Business Address: 4326 Gulf Breeze Parkway Gulf Breeze FL 32563
Street City State Zip

County Business is located in: Santa Rosa

Name of Contact Person: Randy Lee

Phone: ( ) 850-324-7745 Fax: ( ) 850-932-0258

Email Address: UtilityService@uscofl.com

Is this business certified as a Disadvantaged Business Enterprise? Yes (No)

Business Annual Gross Receipts: .....Less than $500,000.....$500,000 to $1,000,000

$1,000,000 to $2,000,000.....$2,000,000 to $5,000,000.....Over $5,000,000

Age of Business: 53 Years _____ Months

Part B: Project and Work Description

RFP # 25-033 Project Name: Natural Gas Pipeline Replacement At Market Street Station

Provide brief description of scope of work, services, and/or materials to be performed/furnished:

Install 2 16" and 1 12" spherical tee, ~140 lf of 12" steel pipe, ~40 lf of 16" steel pipe, 1 16" steel valve, 1 12" steel valve, pressure testing, tie in and cut and cap existing lines.

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: Randall Wayne Lee Date: 6/20/2025

Printed Name: Randall Wayne Lee Title: Vice President

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

REQUIRED DOCUMENTS ACKNOWLEDGEMENT
Bid/RFP/RFQ #25-033

Purchasing Forms		Initials
1)	Proposal Page(s)	RWL
2)	State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	RWL
3)	52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	RWL
4)	52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	RWL
5)	Drugfree Workplace Certificate	RWL
6)	Certification for Erosion and Sedimentation Compliance	RWL
7)	Veteran Business Enterprise Statement	RWL
8)	Minority/Women Business Enterprise Statement	RWL
9)	Small Business Enterprise Statement	RWL
10)	Bidders List	RWL
11)	Required Documents Acknowledgement	RWL
12)	Acknowledgement of addenda (signed signature pages of addenda)	RWL

Other Requirements		Initials
13)	Documentation regarding State Statute 255.0993 and eCFR code Title 2, Subtitle A, Chapter I, Part 184	RWL

Company Name: Utility Service Co Inc

Authorized Officer's Name: Randall Wayne Lee Title: Vice President

Signature of Officer: Randall Wayne Lee Date: 6/20/2025

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CUC056738

EXPIRATION DATE: AUGUST 31, 2026

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LEE, WILLIAM V
UTILITY SERVICE CO INC
4326 GULF BREEZE PKWY
GULF BREEZE FL 32563

ISSUED: 08/12/2024

Always verify licenses online at MyFloridaLicense.com
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.

Addendum Date: June 17, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

NATURAL GAS PIPELINE REPLACEMENT AT MARKET STREET STATION

BID NO: 25-033

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: Utility Service Co Inc Date: 6/20/2025

Authorized Representative: Randall Wayne Lee Title: Vice President
Printed Name

Signature: Randall Wayne Lee

Q1. Will the City of Pensacola qualify welders for the project?
A1. No, Contractor must provide Pensacola Energy the certification documentation to show qualifications of welder.

Q2. Is there a project specific list of required Operator Qualifications?
A2. The following list may not be all-inclusive of the required OQ's but should cover the majority of the requirements. Once the contract is awarded, the Pensacola Energy Safety and Training Manager will meet with the Contractor's safety representative. At that time, each of the tasks under the OQ's listed below will be reviewed to determine which specific ones apply to the work.

- Backfilling and Excavation
- Corrosion Control – Inspecting for Atmospheric Corrosion
- Damage Prevention and Excavation
- Inspecting and Operating Valves
- Purging Pipeline
- Tapping Pipelines Under Pressure
- Abandoning of Service – Lines and Mains
- Installation of Steel Pipe in a Ditch
- Tapping a Pipeline (Tap Diameter Greater than 2 inch)
- Stopper (Stopple) Pipe

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Utility Service Company, Inc.
4326 Gulf Breeze Pkwy, Gulf Breeze, FL 32536
as Principal, hereinafter called the Principal, and
Western Surety Company
151 North Franklin Street, Chicago, IL 60606
a corporation duly organized under the laws of the State of **SD** as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Pensacola
222 W. Main St., Pensacola, FL 32502
as Obligee, hereinafter called the Obligee, in the sum of **FIVE** **Percent of the amount bid**

Dollars ($)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

25-033 Natural Gas Pipeline Replacement at Market Street Station; Pensacola, FL

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **23** day of **June 202**.

Utility Service Company, Inc.

(Principal) (Seal)

William V. Lee

WILLIAM V. LEE - PRESIDENT

(Witness)

Western Surety Company

(Surety)

(Witness)

L. Dale Waldorff

Attorney-in-Fact & FL Resident Agent

AIA DOCUMENT A310 - BID BOND - AIA - FEBRUARY 1970 ED - THE AMERICAN INSTITUTE OF ARCHITECTS 1735 N. Y. AVE. N. W. WASHINGTON, D. C. 20006

G-23248-A

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

L Dale Waldorff, Benjamin H French, Paul A Locascio, K Wayne Walker, Rebekah F Sharp, Trava Ridlon, Heather Lynn Hudgins, J E S Webb, Individually

of Fort Walton Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of December, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 17th day of December, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23 day of June, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

File #: 25-1087 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FISCAL YEAR 2025-2026 SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF UNDERSTANDING (MOU) - BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, AND THE CITY OF PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That City Council approve a Memorandum of Understanding between the Pensacola Police Department and The School Board of Escambia County for the purpose of providing School Resource Officers at Pensacola High School, Washington High School, and Workman Middle School in the City of Pensacola, Escambia County, Florida, for the Fiscal Year 2025-2026 in an amount not to exceed $529,521.72. 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.

Florida Statute §1006.12 governs School Resource Officer (SRO) Programs, which are a cooperative agreement between the district school board and any law enforcement agency. In part, the law states that SROs shall be certified law enforcement officers, as defined in §943.10(1), who are employed by a law enforcement agency. The powers and duties of the law enforcement officer shall continue throughout the employee's tenure as an SRO. SROs shall abide by district school board policies and shall consult with and coordinate activities through the school principal, but shall be responsible to the law enforcement agency in all matters relating to employment, subject to agreements between the district school board and the law enforcement agency. Activities conducted by the SRO that are part of the regular instructional program of the school shall be under the direction of the school principal.

Goals of the SRO program include, but are not limited to:

1. Helping reduce crime in the school system and the community by educating students to better understand the benefits of a fair and impartial judicial system;
2. Fostering a better understanding of law enforcement and creating a more positive concept of the legal system through interaction with law enforcement officers;
3. Developing a better appreciation of citizen rights, obligations and responsibilities;
4. Promoting student behavior in accordance with the law, which is mutually beneficial to the student and society

The parties desire to enter into a memorandum of understanding setting forth the terms, conditions, and responsibilities of a coordinated and collective effort to continue the School Resource Officer Program and have determined that such an agreement to accomplish the purposes, as set forth herein, involves appropriate public expenditures to achieve important public purposes.

PRIOR ACTION:

July 1, 2024, the City of Pensacola Police Department and the School Board of Escambia County, Florida, entered into a Fiscal Year 2025-2026 School Resource Officer Program Memorandum of Understanding.

FUNDING:

Budget:	$529,521.72	
Actual:	$529,521.72	
	$529,521.72	TOTAL

FINANCIAL IMPACT:

Funding for the School Resource Officer Program with the School District of Escambia County has been included in the Fiscal Year 2025, within the Police Department's Fiscal Year 2025 Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

8/11/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Kristin Brown, Acting Chief of Police

ATTACHMENTS:

1. Escambia Co School Board School Resource Officer Program MOU 2025-2026

PRESENTATION: No

Docusign Envelope ID: 29679F23-4E74-413C-9EF0-408CBBF6923A

AGREEMENT BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
THE CITY OF PENSACOLA POLICE DEPARTMENT
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT, by and between **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**, (hereinafter referred to as the **ECSB**), and **THE CITY OF PENSACOLA POLICE DEPARTMENT**, (hereinafter referred to as the **PPD**) is entered into upon the date the agreement is executed by both parties, and is effective from July 1, 2025 through June 30, 2026.

WITNESSETH:

A. The ECSB and the PPD desire to provide law enforcement and related services to the public schools within the city limits of the City of Pensacola; and

B. A School Resource Officer Program ("SRO Program") has been proposed for the public school system of Escambia County, Florida, as hereinafter described; and

C. The ECSB and the PPD recognize the potential outstanding benefits of the SRO Program to the citizens of the City of Pensacola, Florida, and particularly to the students of the public school system of Escambia County, Florida; and

D. It is in the best interest of the ECSB, the PPD, and the citizens of the City of Pensacola to establish this SRO program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the ECSB and the PPD hereby agree as follows:

ARTICLE I

A School Resource Officer Program is hereby established in the public schools located in the jurisdictional boundaries of the City of Pensacola, Florida.

ARTICLE II

RIGHTS AND DUTIES OF THE PPD

Docusign Envelope ID: 29679F23-4E74-413C-9EF0-408CBBF6923A

The PPD shall provide Supervisors and School Resource Officers (hereinafter referred to as SROs) as follows:

A. The PPD shall assign Supervisors for the SRO Program as follows:
One (1) Lieutenant
One (1) Sergeant

The ECSB and the PPD agree to share equally (50% each) in the costs associated with the lieutenant and sergeant as provided herein.

B. The PPD shall assign regularly employed police officer(s) to each of the following schools as indicated:

Pensacola High School – two (2) SROs
Washington High School – two (2) SROs
Workman Middle School – one (1) SRO

The ECSB and the PPD agree to share equally (50% each) in the costs associated with these five (5) officers as provided herein.

C. Regular Duty Hours of School Resource Officers

Each SRO shall be assigned to a school on a full-time basis of eight (8) hours on the days that the school is in regular session. When required by the principal for attendance to parent/faculty meetings, school functions, PTA meetings or any sporting events beyond the eight (8) hour regular duty assignment, the ECSB will compensate the SRO at an hourly rate as established by the Chief of Police of forty (40) dollars per hour or give the SRO compensatory time that will be taken off during his/her normal eight (8) hour school workday. The SRO may be temporarily reassigned by the Chief of Police during school holidays and vacations or during the period of a police emergency. PPD shall notify the ECSB in writing of any change in the hourly rate established by the Chief of Police sixty (60) days prior to the implementation of a rate increase.

The ECSB will coordinate any requests for security at a meeting or workshop with PPD so long as the meeting or workshop is located within the city limits. Such security will be facilitated through the off-duty details.

D. Duties of School Resource Officers

l. Every SRO, or any officer filling in for an SRO, must clock into the school's system to confirm that an SRO was on campus each day as required. Emergency circumstances causing tardiness or absence may arise. In the event that such a circumstance arises, PPD will immediately notify the ECSB point of contact ("POC") as to the

Docusign Envelope ID: 29679F23-4E74-413C-9EF0-408CBBF6923A

unexpected event or emergency resulting in tardiness or absence and will provide written documentation as to such incident.

2. The SRO shall coordinate all of his/her activities with the principal and staff members and seek their permission, advice, and guidance prior to enacting any program within the school.

3. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of the police officer, and the police mission.

4. The SRO shall encourage individual and small group discussions in class to further establish rapport with the students.

5. In compliance with section C, the SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist with problems of law enforcement or crime prevention. Confidential information obtained pursuant to Chapter 39, Florida Statutes (Proceedings Relating to Juveniles), shall not be disclosed except as provided by law or court order.

6. The SRO shall become familiar with all community agencies that offer assistance to youth and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty, and staff of the school.

7. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest.

8. Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to the ECSB policy and legal requirements. The SRO shall inform school personnel any time he or she learns of another law enforcement officer conducting student interviews on school campuses.

9. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the school aware of such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions to the extent that the SRO may do so under the authority of the law. Whenever practicable, the SRO shall advise the principal before requesting additional police assistance on campus.

Docusign Envelope ID: 29679F23-4E74-413C-9EF0-408CBBF6923A

10. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding the SRO's school assignment, whenever necessary. The SRO shall, whenever possible, participate in and/or attend school functions during those hours that school is in regular session.

11. The SRO may be assigned investigations provided such investigations relate to the students attending the school to which the SRO is assigned.

12. The SRO shall maintain detailed and accurate records of the operation of the SRO Program and submit other reports of an instructional nature as required by the principal or school staff.

13. The SRO shall not act as a school disciplinarian. If the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall then determine whether law enforcement action is appropriate. SROs are not to be used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved. SROs will not assume nor conduct any duties involving the collection of funds on behalf of the school, the ECSB, or related to any school activities or student groups or programs.

E. Points of Contact (POC) for PPD shall be:

Lieutenant Pat Bradley
PBradley@cityofpensacola.com
850-435-1900

Sergeant Jeff Brown
JCBrown@cityofpensacola.com
850-436-5415
850-549-7726
711 N Hayne Street
Pensacola, Fl. 32501

ARTICLE III

RIGHTS AND DUTIES OF THE ECSB

A. The ECSB shall provide to the full-time SRO of each high school and middle school the following materials and facilities that are deemed necessary to the performance of the SRO's duties:

Docusign Envelope ID: 29679F23-4E74-413C-9EF0-408CBBF6923A

1. Access to an air conditioned and properly lighted private office that can be locked and prevents access by any person other than PPD law enforcement personnel with a telephone that may be used for general business purposes.

2. A location for files and records in the office as described in (1) above that can be properly locked and secured.

3. A desk with drawers, a chair, worktable, filing cabinet, and office supplies in office as described in (1) above.

4. Access to a computer with access to school network records (i.e. FOCUS) and/or secretarial assistance.

5. Printers with connectivity to the SRO office computers.

6. An administrator key provided to each SRO on each campus.

B. Pursuant to section 39.201, Florida Statutes, regarding mandatory reporting:

1. Whenever any schoolteacher or other school official or other member of a school staff knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, the matter will be reported to the Department of Children and Families and to the SRO, or, in his/her absence, to the PPD Dispatch.

2. Whenever any schoolteacher or other school official or other member of a school staff knows, or who has reasonable cause to suspect, that a child is abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare, the matter will be reported to the Department of Children and Families and to the SRO, or, in his/her absence, to the PPD Dispatch.

3. Whenever any schoolteacher or other school official or other member of a school staff knows, or has reasonable cause to suspect, that a child is the victim of childhood sexual abuse, or the victim of a known or suspected juvenile sexual offender, the matter will be reported to the Department of Children and Families and to the SRO, or, in his/her absence, to the PPD Dispatch.

C. In the interest of student safety, the person designated by the principal of the school shall report to the SRO assigned to any public school of the Escambia County School District, or in his/her absence, to the PPD Dispatch, whenever any school teacher or other school official or other member of a school staff

Docusign Envelope ID: 29679F23-4E74-413C-9EF0-408CBBF6923A

has reason to believe that any one (1) or more of the following acts or omissions have occurred on school property, during school-sponsored transportation, or during school-sponsored activities:

1. A known or suspected felony offense, or if the perpetrator is a juvenile, any offense that would be a felony if committed by an adult, including, but not limited to, any sexual battery offense as defined in Section 794.011, Florida Statutes, and any lewd and lascivious conduct offense as defined in Section 800.04, Florida Statutes.

2. A known or suspected misdemeanor offense, or, if the perpetrator is a juvenile, any offense that would be a misdemeanor if committed by an adult, involving violence or threat to commit an offense of violence, including, but not limited to, disorderly conduct, simple assault or battery, and affray.

3. Any possession or transfer of any controlled substance or other contraband item.

4. Known or suspected child abuse by someone other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare.

5. Known or suspected juvenile sexual abuse, that is, any sexual behavior which occurs without consent, without equality, or as a result of coercion, as those terms are defined in Section 39.01(41), Florida Statutes.

6. Any act of high school hazing as defined in Section 1006.135, Florida Statutes.

7. Any known or suspected student bullying, cyberbullying or harassment, as those terms are defined in Section 1006.147, Florida Statutes.

8. A fatality or serious injury of any person.

9. A missing or abducted student.

10. Possession of a weapon and/or discharge or display of a weapon.

11. Any suicide attempt or information regarding a student's suicidal or homicidal threats or ideations or threat to harm others.

12. Any major bus disturbance or bus accident.

Docusign Envelope ID: 29679F23-4E74-413C-9EF0-408CBBF6923A

13. Any fire or suspected harmful chemical or biological release.

14. Any suspected site reconnaissance or surveillance.

15. Any intruder or other suspicious person or suspicious items.

16. Any building structural collapse.

17. Any other matter that may pose a threat to school safety.

D. The foregoing reporting requirement is mandatory

1. The SRO must notify the principal as soon as practical after taking a report. The SRO and the PPD will take law enforcement action as appropriate.

2. Nothing in this agreement shall be construed to impair or restrict activities otherwise appropriate by SROs within that officer's authority as a certified law enforcement officer.

3. School officials will assist and cooperate with law enforcement in the investigation of incidents reported to the SRO or the PPD pursuant to this agreement. Should it become necessary to conduct formal law enforcement interviews with students, the SRO or other investigator shall adhere to ECSB policy, PPD policy, and legal requirements with regard to such interview. If there is a conflict between the ECSB policy and the PPD policy or legal requirements, then the PPD policy or legal requirements shall prevail.

4. Any conduct or incident that is either a serious breach of conduct, or a very serious breach of conduct, as set forth in the Escambia County School District Students Rights and Responsibilities Handbook but does not fall into one of the categories listed above, may, in the discretion of the principal, be handled by school officials without filing a report with the SRO or law enforcement. The SRO receiving information will either write an offense report and generate a complaint number when a crime is committed or will generate an incident through communications and provide a CAD number to the school.

E. The POC for the ECSB shall be:

Kyle Kinser, Director of Protection Services
KKinser@ecsdfl.us
(850)469-5421

Docusign Envelope ID: 29679F23-4E74-413C-9EF0-408CBBF6923A

ARTICLE IV

FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM

A. The ECSB and the PPD agree to share equally (50% each) in the personnel related costs associated with the SRO Program, as agreed upon and set forth in Appendix A. In addition, the ECSB will pay 50% of the costs associated with the SRO's attendance at State or National conferences.

B. The ECSB's share, not to exceed $529,521.72 shall be reimbursed to the PPD on a pro-rated basis over the 2025-2026 school year, payable within 30 days of receipt of the invoice and based on actual cost identified on a detailed invoice provided by the PPD's finance department and verified by the District. Upon execution of this agreement, the ECSB shall immediately pay the PPD the prorated portion of such reimbursement for those months of the 2025-2026 school year already completed at the time of execution. In the event the SROs assigned to this program work over and above their normal workday as a result of this agreement, the ECSB shall be responsible for reimbursement of those costs associated with such overtime. All overtime in excess of the normal workday under this contract would need to be approved by the listed POC of the District in order to be considered for payment under this contract.

ARTICLE V

EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER

SROs shall remain employees of the PPD and not be considered contract employees of the ECSB. The ECSB and the PPD acknowledge that the SROs shall remain responsive to the authority of the PPD chain of command. The PPD office warrants that all SROs meet requirements as described in Section 1012.32, Florida Statutes. PPD shall maintain all training records for SROs in the same manner as PPD maintains all law enforcement training records.

ARTICLE VI

Appointment of SROs will be made by the Chief of Police per the PPD policy. The Chief of Police and his designated SRO staff, in coordination with the Superintendent of Schools, will determine which schools have the greater need for SROs. The Chief of Police will assign officers to the schools based upon many factors including, but not limited to, seniority, experience as an SRO, and conflicts

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or potential conflicts of interest (i.e., personal relationships with administrators, students, and/or teachers). Placement of individual SROs to a specific school will be made by the Chief of Police after considering the needs and request of the Superintendent of Schools.

In the event of an extended absence, the PPD administration will provide notification to the Superintendent of Schools' POC anytime an assigned SRO is approved temporary duty, training, extended leave, or other collateral responsibilities which required an absence away from their assigned school.

ARTICLE VII

DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT

A. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent of Schools that the SRO be removed from the program and state the reasons in writing.

   l. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his designee shall advise the Chief of Police of the principal's request.

   2. If the Chief of Police so desires, the Superintendent and the Chief of Police, or their designees, shall meet with the SRO to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present.

   3. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved, then the SRO shall be removed from the program at the school and a replacement shall be established.

   4. In the event mediation is not sought by the Chief of Police then the SRO shall be removed from the SRO Program at the school and a replacement shall be established.

B. The PPD may dismiss or reassign an SRO based upon agency rules and regulations within the discretion of the Chief of Police.

C. In the event of resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the PPD shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of

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such absence, dismissal, resignation, or reassignment. As soon as practicable, the PPD will select a permanent replacement for the SRO position.

ARTICLE VIII

BEGINNING AND ENDING DUTY DATES

SROs will report for duty at each assigned school on two (2) teacher planning days prior to the 2025-2026 school session. Their last day at each school will be the last day for students but includes graduation dates at the end of the 2025-2026 school year, or a date to be determined by the ECSB.

ARTICLE IX

HOLD HARMLESS AGREEMENT

It is hereby acknowledged that the SROs are assigned pursuant to the provisions of this agreement are employees of the employing law enforcement agency and not employees of the ECSB.

To the extent permitted by Florida law, and within the limits of liability set forth in Section 768.28, Florida Statutes, the City of Pensacola agrees to hold the ECSB harmless from any and all claims, damages, and judgments in connection with loss of life, bodily or personal injury, or property damage resulting from the actions of law enforcement officers employed and assigned pursuant to this agreement who are acting within the scope of their law enforcement responsibilities.

To the extent permitted by Florida law, and within the limits of liability of Section 768.28, Florida Statutes, the ECSB shall hold the City of Pensacola harmless from all claims, damages, and judgments in connection with loss of life, bodily or personal injury, or property damage resulting from the actions of any employee, representative, or agent of the ECSB.

No provision of this agreement to provide SRO services is intended to expand, enlarge, diminish, limit, waive, or alter in any way the scope of responsibility, liability, immunities, or defenses which each signatory public agency has or may have for itself, its agents, or its employees. By entering into this agreement, neither signatory agency intends that any third-party beneficiary be created by execution of this agreement. In the event that any claim, action, lawsuit, or other proceeding is brought by a third party against one or both of the signatory agencies hereto, the costs of defense shall be borne separately by the agency or agencies so charged.

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ARTICLE X

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon a ninety (90) day written notice that either party has failed to substantially perform in accordance with the terms and conditions of this agreement. This agreement may be terminated without cause by either party upon a one hundred eighty (180) day written notice. Termination of this agreement may only be accomplished as provided herein. In the event this agreement is terminated, compensation will be made to the PPD for all services performed to the date of termination. The ECSB shall be entitled to a prorated refund for that period of time when SRO services are not provided because of the termination of this agreement.

ARTICLE XI

GOOD FAITH

The ECSB, the PPD, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the PPD or their designees.

ARTICLE XII

MODIFICATION

This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

ARTICLE XIII

NON-ASSIGNMENT

This agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the ECSB and the PPD is obtained.

Docusign Envelope ID: 29679F23-4E74-413C-9EF0-408CBBF6923A

ARTICLE XIV

MERGER

This agreement constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

Signed by:
David Williams
7A219089E5E54E5...

David M. Williams, Board Chair

DATE: 8/4/2025 | 12:42 PM CDT

DocuSigned by:
Keith Leonard
49386E2EC066436...

ATTEST:

Keith Leonard, Superintendent

DATE: 8/4/2025 | 1:19 PM CDT

APPROVED AS TO FORM:

Ellen Odom, School Board Attorney

DATE: 7/1/25

DS

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD
JUL 15 2025
VERIFIED BY RECORDING SECRETARY

THE CITY OF PENSACOLA, FLORIDA

D.C. Reeves, Mayor

DATE:

ATTEST:

Ericka L. Burnett, City Clerk

DATE:

PENSACOLA POLICE DEPARTMENT

Kristin Brown, Acting Chief of Police

DATE:

APPROVED AS TO FORM:

City Attorney

DATE:

File #: 25-1088 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FISCAL YEAR 2025-2026 IN SUPPORT AND PARTNERSHIP OF SAFE SCHOOLS MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, AND THE PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That City Council approve the memorandum of understanding between the Pensacola Police Department and the School Board of Escambia County for the purpose of providing protection and safety to the students and staff at all School Board of Escambia County schools located in the City of Pensacola. 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.

Florida Statute §1006.12 governs School Resource Officer (SRO) Programs, which are a cooperative agreement between the district school board and any law enforcement agency. In part, the law states that SROs shall be certified law enforcement officers, as defined in §943.10(1), who are employed by a law enforcement agency. The powers and duties of the law enforcement officer shall continue throughout the employee's tenure as an SRO. SROs shall abide by district school board policies and shall consult with and coordinate activities through the school principal, but shall be responsible to the law enforcement agency in all matters relating to employment, subject to agreements between the district school board and the law enforcement agency. Activities conducted by the SRO that are part of the regular instructional program of the school shall be under the direction of the school principal.

The Pensacola Police Department (PPD) will assist the Escambia County School Board with obligations regarding "safe school" criteria as described in §1006.12, Florida Statute, such as: officers on campus at ECSB elementary schools; participate in emergency drills, procedures

and training; conduct safety assessments, review safety procedures and policies; and participate in Threat Assessment Team meetings.

The parties desire to enter into a memorandum of understanding setting forth the terms, conditions, and responsibilities of a coordinated and collective effort to continue the School Resource Officer Program and have determined that such an agreement to accomplish the purposes, as set forth herein, involves appropriate public expenditures to achieve important public purposes.

PRIOR ACTION:

July 1, 2024, the Pensacola Police Department and the School Board of Escambia County, Florida, entered into a Fiscal Year 2024-2025 Safe Schools Memorandum of Understanding.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

8/11/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Kristin Brown, Acting Chief of Police

ATTACHMENTS:

1. Escambia Co. School Board Safe Schools Partnership MOU 2025-2026

PRESENTATION: No

Docusign Envelope ID: 46DF7722-6A7C-44BF-905E-B2D83D1BAACB

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE PENSACOLA POLICE DEPARTMENT

AND

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

IN SUPPORT AND PARTNERSHIP OF SAFE SCHOOLS

The Pensacola Police Department ("PPD") and the School Board of Escambia County ("ECSB") enter into this Memorandum of Understanding ("MOU") to memorialize their commitment to the protection and safety of students and staff at all School Board of Escambia County schools located within the City of Pensacola and to express the intent and cooperation of PPD to assist the ECSB in its obligations regarding "safe school" criteria as described in section 1006.12, Florida Statutes.

Both Parties Agree:

PPD will continue to provide offering of off duty details for PPD officers who meet "safe school" officer statutory criteria to sign up to provide a safe school officer on campus each school day at ECSB elementary schools located within the City of Pensacola. In the event that an off-duty detail is not filled or if an emergency situation arises where an officer will not be on a campus, the PPD will immediately notify the ECSB point of contact ("POC"). The POCs for both agencies shall be the same as those listed in the SRO Agreement.

PPD will participate, upon request, in ECSB emergency drills and emergency procedure trainings related to any law enforcement related response to the ECSB schools located within the City of Pensacola. This participation will include assistance, upon request, in implementation of school safety and emergency procedures related to a law enforcement response.

PPD will participate, upon request, in conducting safety assessments of ECSB schools and in the development and review of ECSB safety procedures and policies of ECSB schools located within the City of Pensacola.

PPD will participate in all Threat Assessment Team meetings at ECSB schools located within the City of Pensacola, upon notification by a school of a scheduled Threat Assessment Team meeting.

This Agreement is entered into upon the date of signature by the last party and is effective from July 1, 2025 through June 30, 2026.
Signed, sealed, and delivered in the presence of:

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

Signed by:
David Williams
7A219089E5E54E5...

David M. Williams, Board Chair

8/4/2025 | 12:43 PM CDT
DATE: _____

DocuSigned by:
Keith Leonard
49386E2EC066436...

ATTEST: _____
Keith Leonard, Superintendent

8/4/2025 | 1:19 PM CDT
DATE: _____

THE CITY OF PENSACOLA, FLORIDA

_____

D.C. Reeves, Mayor

DATE: _____

ATTEST: _____
Ericka L. Burnett, City Clerk

DATE: _____

APPROVED AS TO FORM:

_____
Ellen Odom, School Board Attorney

DATE: _____

PENSACOLA POLICE DEPARTMENT

_____
Kristin Brown, Acting Chief of Police

DATE: _____

APPROVED AS TO FORM:

_____
City Attorney

DATE: _____

DS
APPROVED
ESCAMBIA COUNTY SCHOOL BOARD
JUL 15 2025
VERIFIED BY RECORDING SECRETARY

File #: 25-1150 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Charles Bare, Council Member

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of $1,200 to the Dunmire Woods Neighborhood Association from the City Council Discretionary Funds for District 2.

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.

Established in 1977, the Dunmire Woods Neighborhood is located south of Interstate 10 and west of North 9th Avenue. The entry signs in the neighborhood are in need of new lettering and general maintenance to restore their visibility and impact. The Dunmire Woods Neighrohood Association would like to replace the sign letters and complete basic maintenance to ensure their entrances remain welcoming and well-kept. Funding will be used to repair and replace the sign letters, the removal of two large shrubs and freshen up the landscaping at the front entrance.

PRIOR ACTION:

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

FUNDING:

Budget: $10,827 Current Balance - District 2 Discretionary Fund Account

Actual: $1,200 Dunmire Woods Neighborhood Association

FINANCIAL IMPACT:

A balance of $10,827 is currently within the District 2 Discretionary Fund Account. Upon approval by City Council, a balance of $9,627 will remain in the District 2 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

File #: 25-1114 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of $1,000 to Family Promise of Escambia County, Inc. from the City Council Discretionary Funds for District 4.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The mission at Family Promise of Escambia County is to help families in Northwest Florida with children, avoid and overcome homelessness through family-centered interventions. Core services include eviction prevention to keep families in their homes, shelter diversion to avoid unnecessary shelter entry, stabilization support for those moving into permanent housing, and emergency shelter and housing placement for families in crisis. Funding will be allocated toward direct assistance such as rent, utility deposits, and transportation, as well as individualized case management and financial literacy/ budgeting workshops to promote long-term self-sufficiency. Additionally Family Promise engages with the community through awareness campaigns such as Pedal for a Promise, a cycling and fitness initiative to raise visibility and support for family homelessness solutions. This year's effort will also coincide with National Family Promise Week, October 6th-10th, which will be recognized through a mayoral proclamation honoring the organization's impact and the families served. Funds will be used to further their mission in assisting these families.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 7,354	District 4 Discretionary Funds
Actual:	$ 1,000	Family Promise of Escambia County

FINANCIAL IMPACT:

A balance of $7,354 is currently within the District 4 Discretionary Fund Account. Upon approval by City Council, a balance of $6,354 will remain in the District 4 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

File #: 25-1180 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jennifer Brahier, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1

RECOMMENDATION:

That City Council approve funding of $3,000 to Hope Above Fear, $3,000 to Hotel for Dogs & Cats and $3,000 to Manna Food Bank from the City Council Discretionary Funds for District 1.

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.

Pensacola Hope Above Fear, Inc. was established as a non-profit corporation on January 1, 2023, to bring awareness to the lack of drug addiction services offered to adolescents. Their mission is to promote awareness about the dangers of substance abuse, to extend assistance to adolescents struggling with substance abuse, and to provide support for their families. Funding will be used towards their mission.

Founded in 2009, the Hotel for Dogs and Cats of Northwest Florida is an adoption agency for animals with nowhere else to go in the local Pensacola area. Their staff and volunteers dedicate their hearts and time to saving animals. Because of their assistance, each puppy, kitten, dog and cat has a chance at the happiness they deserve. They unite animals in need with loving "forever" homes. Funds will be used towards their operations.

The Manna Food Bank is a local grassroots organization fighting hunger in Escambia and Santa Rosa Counties. They provide groceries directly to individuals and families in need, free of charge. The majority of their funding comes from individuals, faith-based organizations, corporations and businesses. Manna is nonsectarian, community focused and volunteer support. They believe every person has a right to live free of hunger and to be treated with respect and dignity. Funding will be used towards their mission.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 9,600	District 1 Discretionary Funds
Actual:	$ 3,000	Hope Above Fear
	3,000	Hotel for Cats and Dogs
	3,000	Manna Food Bank
	$ 9,000	

FINANCIAL IMPACT:

A balance of $9,600 is currently within the District 1 Discretionary Fund Account . Upon approval by City Council, a balance of $600 will remain in the District 1 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

File #: 25-1048 City Council 9/11/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2025-53 - REPLACING RESOLUTION NO. 2025-21 AIRPORT MASTER BOND RESOLUTION

RECOMMENDATION:

That the City Council rescind Resolution No. 2025-21 and approve Resolution No. 2025-53 in conjunction with the Airport Master Bond Resolution (No. 59-88).

A RESOLUTION AMENDING, COMPILING AND RESTATING RESOLUTION NO. 59-88 OF THE CITY OF PENSACOLA, FLORIDA, WHICH AUTHORIZED THE ISSUANCE OF THE ISSUER'S AIRPORT REVENUE BONDS FOR THE PURPOSE OF FINANCING AND REFINANCING CAPITAL IMPROVEMENTS TO THE AIRPORT; 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.

On April 21, 2025 City Council approved Resolution No. 2025-21 that amended and recompiled the Airport Master Bond Resolution (59-88). This resolution amends that resolution with primarily scrivener's changes with one primary change. The previous resolution pledged Passenger Facility Charges (PFC) to repay the debt. This resolution authorizes the City to pledge any available airport revenue to repay the debt.

The City currently proposes to issue approximately $150,000,000 Airport System Revenue Bonds, Series 2025 (the “Series 2025 Bonds”) to finance the modernization and expansion of the terminal building at Pensacola International Airport (“PNS”). The outstanding obligations which financed and/or refinanced PNS improvements were issued pursuant to Resolution No. 59-88, adopted by the City on September 22, 1988 (the “Original Resolution”), and supplemented by Series resolutions in 2015, 2017 and 2018. The outstanding obligations and bondholders consist of:

- Airport Refunding Revenue Note, Series 2015 (Regions Capital Advantage, Inc.)
- Airport Refunding Revenue Note, Series 2017 (PNC Bank, National Association, as successor to Compass Mortgage Corporation)
- Airport Refunding Revenue Note, Series 2018 (PNC Bank, National Association, as successor to Compass Mortgage Corporation)

Because there are only two bondholders, PNS and the City have an opportunity to modernize and amend the Original Resolution with bondholder consent. The proposed amendments to the Original Resolution are provided in the attached resolution (the “Amended and Restated Resolution“). Staff recommends that the City Council approve the amendments in the Amended and Stated Resolution.

PRIOR ACTION:

September 22, 1988 - Council adopted Resolution No. 59-88 amending and restating Resolution 51-88 authorizing the issuance of airport revenue bonds.
July 17, 2008 - City Council adopted Resolution 17-08 amending the 1988 Bond Master Resolution
August 23, 1990 - Council adopted Resolution No. 41-90 amending 1988 Bond Master Resolution
April 21, 2025 - Council adopted Resolution No. 2025-21 amending and recompiling 1988 Bond Master Resolution

FUNDING:

N/A

FINANCIAL IMPACT:

In association with a financing of approximately $150 million of Series 2025 Bonds, the City will pay costs of issuance, underwriting fees, and interest over an approximately 30-year period, in an amount to be determined at the pricing of the Series 2025 Bonds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Matt Coughlin, Airport Director

ATTACHMENTS:

1. Resolution No 2025-53 Airport Bond Resolution

PRESENTATION: No

AIRPORT REVENUE BOND RESOLUTION

PENSACOLA INTERNATIONAL AIRPORT

ADOPTED SEPTEMBER___, 2025

BY THE CITY OF PENSACOLA, FLORIDA

TABLE OF CONTENTS

SECTION 1. AUTHORITY FOR THIS RESOLUTION. 2
SECTION 2. DEFINITIONS. 2
SECTION 3. CONSTRUCTION OF CERTAIN TERMS. 15
SECTION 4. FINDINGS. 15
SECTION 5. RESOLUTION TO CONSTITUTE CONTRACT. 15
SECTION 6. AUTHORIZATION OF BONDS. 16
SECTION 7. DESCRIPTION OF BONDS. 16
SECTION 8. EXECUTION OF BONDS. 17
SECTION 9. NEGOTIABILITY. 17
SECTION 10. REGISTRATION, EXCHANGE AND TRANSFER. 18
SECTION 11. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. 19
SECTION 12. PROVISIONS FOR REDEMPTION. 19
SECTION 13. FORM OF BONDS. 21
SECTION 14. BONDS NOT DEBT OF ISSUER. 21
SECTION 15. PLEDGED FUNDS. 21
SECTION 16. COVENANTS OF THE ISSUER. 21
SECTION 17. SPECIAL PURPOSE BONDS. 38
SECTION 18. TAX COMPLIANCE. 39
SECTION 19. DEFEASANCE. 39
SECTION 20. MUNICIPAL INSURER 39
SECTION 21. MODIFICATION OR AMENDMENT. 39
SECTION 22. SEVERABILITY OF INVALID PROVISIONS. 41
SECTION 23. REPEALING CLAUSE. 41
SECTION 24. EFFECTIVE DATE. 42

RESOLUTION NO. 2025-53

A RESOLUTION AMENDING, COMPILING AND RESTATING RESOLUTION NO. 59-88 OF THE CITY OF PENSACOLA, FLORIDA, WHICH AUTHORIZED THE ISSUANCE OF THE ISSUER'S AIRPORT REVENUE BONDS FOR THE PURPOSE OF FINANCING AND REFINANCING CAPITAL IMPROVEMENTS TO THE AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of the City of Pensacola, Florida (the "Issuer") adopted Resolution No. 59-88 on September 22, 1988 (the "1988 Resolution"), which 1988 Resolution amended and restated Resolution No. 51-88 authorizing the issuance of its airport revenue bonds therein described in one or more series to pay the cost of capital improvements to the airport of the Issuer and to pay the cost of refunding certain outstanding obligations; and

WHEREAS, the Issuer subsequently amended the 1988 Resolution through the adoption of Resolution No. 41-90 adopted by the City Council on August 23, 1990 and Resolution No. 17-08 adopted by the City Council on July 17, 2008 (collectively and together with the 1988 Resolution, the "Resolution"); and

WHEREAS, the City Council desires to amend, compile and restate the Resolution in its entirety to update and revise the terms and conditions upon which airport revenue bonds of the Issuer may be issued;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, AS FOLLOWS:

Resolution Amended, Compiled and Restated. The Resolution is hereby amended, compiled and restated in its entirety to read as follows:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR THE ISSUANCE OF AIRPORT REVENUE BONDS TO FINANCE THE COST OF CAPITAL IMPROVEMENTS TO THE PENSACOLA INTERNATIONAL AIRPORT AND REFUNDING AIRPORT REVENUE BONDS; PROVIDING FOR THE PAYMENT THEREOF; PROVIDING FOR THE RIGHTS OF THE BONDHOLDERS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to the provisions of Chapters 166 and 332, Florida Statutes, as amended, the Charter of the Issuer effective January 1, 2010 and other applicable provisions of law (the "Act").

SECTION 2. DEFINITIONS. All terms defined herein shall have the following meanings unless the text otherwise expressly requires or unless otherwise provided with respect to a particular series of Bonds by supplemental resolution. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations:

"Accreted Value" shall mean, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond (the principal amount at its initial offering) plus the interest accrued on such Capital Appreciation Bond from the date of delivery to the original purchasers thereof to the interest accrual date specified in the Resolution of the Issuer authorizing the issuance of such Capital Appreciation Bond next preceding the date of computation or the date of computation if it is such an interest accrual date specified in the Resolution of the Issuer authorizing the issuance of such Capital Appreciation Bond, such interest to accrue at a rate not exceeding the legal rate, compounded semiannually, plus, with respect to matters related to the payment upon redemption or acceleration of the Capital Appreciation Bonds, if such date of computation shall not be an interest accrual date specified in the Resolution of the Issuer authorizing the issuance of such Capital Appreciation Bond, a portion of the difference between the Accreted Value as of the immediately preceding interest accrual date specified in the Resolution of the Issuer authorizing the issuance of such Capital Appreciation Bond and the Accreted Value as of the immediately succeeding interest accrual date specified in the Resolution of the Issuer authorizing the issuance of such Capital Appreciation Bond, calculated based on the assumption that Accreted Value accrues during any semiannual period in equal daily amounts on the basis of a 360-day year.

"Act" has the meaning ascribed thereto in Section 1 hereof.

"Additional Parity Bonds" shall mean additional Bonds, including bonds, notes or other debt obligations issued by the Issuer in compliance with the terms, conditions and limitations contained herein which rank on a parity with the Bonds then outstanding as to lien upon and security of payment from the Pledged Funds.

"Airport" shall mean the Pensacola International Airport and any additions and improvements thereto.

"Airport Consultant" shall mean an independent airport consulting firm, as from time to time appointed and compensated by the Issuer: (a) who has a wide and favorable reputation for special skill and knowledge in methods of the development, operation, and

management of airports and airport facilities, and (b) who is not in the regular employ or control of the Issuer.

"Airport Director" means the chief administrative officer of the Airport.

"Airport Facilities" shall mean those certain capital facilities comprising the Pensacola International Airport, including without limitation, runways, tarmacs, taxiways, ramps, aprons, hangars, warehouses, terminal buildings, baggage handling facilities, cargo handling facilities, storage facilities, aircraft and automotive service facilities, administrative buildings, roads and service roads, parking lots and parking facilities, rolling stock, and all property, structures, facilities, rights, easements and franchises relating thereto and deemed necessary or convenient for the acquisition, construction, purchase or operation of the Airport as constituted today or as may be expanded in the future. Airport Facilities shall not include Special Purpose Facilities financed with gifts, grants, or awards for a specific special purpose facility or with the proceeds of Special Purpose Bonds issued pursuant to Section 18 hereof, except to the extent expressly therein provided.

"Airport Revenues" or **"Revenues"** shall mean (a) all rentals, fees, charges, and concession revenues received by or on behalf of the Issuer in its proprietary capacity as operator of the Airport, in connection with the operation, improvement, and enhancement of the Airport or any part thereof, derived from its ownership and operation of the Airport Facilities, and all parts thereof; (b) all income, interest, or revenues resulting from the investment of any Airport funds by the Issuer not subject to rebate in accordance with the Code; and (c) all unrestricted gifts, grants, reimbursements, or payments received by or on behalf of the Issuer in its proprietary capacity as operator of the Airport from governmental units, or public agencies, or any other source including but not limited to amounts, if any, transferred from the Capital Fund to the Revenue Fund, that are not restricted in application to a specific project or special purpose; all determined in accordance with generally accepted accounting principles. Airport Revenues shall not include (a) any revenues or income from any Special Purpose Facility to the extent that such revenues are either (i) pledged to pay principal, interest, or other charges on Special Purpose Bonds or other obligations issued in anticipation thereof, or (ii) used to pay Operation and Maintenance Expenses of such Special Purpose Facilities, or (iii) for the use of the Issuer in reimbursement of costs incurred by the Issuer in the construction or provision of Special Purpose Facilities, (b) Customer Facility Charges, (c) Passenger Facility Charges, (d) cash subsidy or similar payments made by the U.S. Treasury or other federal or state governmental entity to or on behalf of the Issuer for payments with respect to Bonds, or (e) Released Revenues.

"Amortization Installment" with respect to any Term Bonds of a series, shall mean an amount or amounts so designated which is or are established for the Term Bonds of such series, provided that the aggregate principal amount of such installments for each maturity of Term Bonds of such series shall equal the aggregate principal amount of such maturity of Term Bonds of such series delivered on original issuance.

"Annual Budget" means the annual budget of Pensacola International Airport.

"Annual Debt Service Requirement" as of any date of calculation and with respect to any twelve (12) month period, as applied to the Bonds of any series, shall mean the sum of:

(1) The amount required to pay the interest becoming due on the Bonds of such series during such period except to the extent that such interest shall have been provided by payments into the Bond Fund out of bond proceeds;

(2) The amount required to pay the principal of Serial Bonds of such series maturing in such period; and

(3) The Amortization Installments for the Term Bonds of such series becoming due in such period. In computing the Annual Debt Service Requirement for any period for Bonds of any series, the Issuer shall assume that an amount of the Term Bonds of such series equal to the Amortization Installments for the Term Bonds of such series for such period will be retired by purchase or redemption in such period or that payment of such amount of Term Bonds at maturity will be fully provided for in such period. When determining the amount of principal of and interest on the Bonds which mature in any year, for purposes of this Resolution or the issuance of any Additional Parity Bonds, the stated maturity date of Term Bonds shall be disregarded, and the Amortization Installments, if any, applicable to Term Bonds in such year shall be deemed to mature in such year.

(4) If any of the Bonds bear interest at a variable rate, then for purposes of calculating Annual Debt Service Requirement, except for historical periods or other period for which the actual rate or rates are determinable, such Bonds shall be deemed to bear interest at a Certified Interest Rate.

(5) Tender provisions of Put Bonds shall not be considered in the calculation of Annual Debt Service Requirement unless a Registered Owner has exercised an optional tender right or a mandatory tender has occurred and the subject Bonds have not been purchased or remarketed.

(6) In the case of Balloon Bonds, the stated maturity of the Balloon Bonds may be disregarded and in lieu thereof the Balloon Bonds shall be deemed, for purposes of the computation of principal and interest requirements, as (i) debt securities having a comparable Federal tax status as such Balloon Bonds, (ii) hypothetically maturing in annual installments resulting in substantially equal annual payments of principal and interest over a period, designated by the Finance Director, of not more than 30 years from the date of issuance thereof, and (iii) bearing interest at a fixed rate per annum equal to The Bond Buyer 25 Revenue Bond Index published immediately preceding the first day of the month in which the calculation is made (or, if such index is no longer published, another nationally recognized reasonably comparable index of municipal bond interest rates or yields designated by the Issuer).

(7) In the case of Capital Appreciation Bonds and Capital Appreciation and Income Bonds the Accreted Value and Appreciated Value, respectively, maturing in the period shall be viewed as the amount required to pay principal and interest on such Bonds.

(8) With respect to debt service on any Bonds which are subject to a Qualified Hedge Agreement, interest on such Bonds during the term of such Qualified Hedge Agreement shall be deemed to be equal to the interest on such Bonds, plus Hedge Payments, less Hedge Receipts coming due during such period.

(9) If all or any portion of the interest or principal due or coming due on Bonds is paid or expected to be paid from cash subsidy payments or other similar payments made or expected to be made by the U.S. Treasury or other federal or state governmental entity to or on behalf of the Issuer, the amount of principal or interest so paid or expected to be paid shall not be included in calculating Annual Debt Service Requirement.

(10) The Annual Debt Service Requirement for any Bond Year shall be adjusted to reflect any amounts on deposit in the Bond Fund (including any amounts transferred from the Capital Fund) in excess of current requirements (including deficiencies in prior requirements) and available for the payment of the Annual Debt Service Requirement in such Bond Year.

"Appreciated Value" shall mean, (i) as of any date of computation with respect to any Capital Appreciation and Income Bond up to the Interest Commencement Date set forth in the resolution of the Issuer authorizing the issuance of such Capital Appreciation and Income Bond, an amount equal to the principal amount thereof (the principal amount at its original issuance) plus the interest accrued on such Capital Appreciation and Income Bond from the date of original issuance to the interest accrual date specified in the resolution of the Issuer authorizing the issuance of such Capital Appreciation and Income Bond, such interest to accrue at a rate per annum not exceeding the maximum legal rates compounded periodically on the interest accrual dates specified in the resolution of the Issuer authorizing the issuance of such Capital Appreciation and Income Bond, plus, with respect to matters related to the payment upon redemption or acceleration of such Capital Appreciation and Income Bond, if a date of computation shall not be an interest accrual date specified in the resolution of the Issuer authorizing the issuance of such Capital Appreciation and Income Bond, a portion of the difference between the Appreciated Value as of the immediately preceding interest accrual date specified in the resolution of the Issuer authorizing the issuance of such Capital Appreciation and Income Bond (or the date of original issuance if the date of computation is prior to the first interest accrual date specified in the resolution of the Issuer authorizing the issuance of such Capital Appreciation and Income Bond succeeding the date of original issuance) and the Appreciated Value as of the immediately succeeding interest accrual date specified in the resolution of the Issuer authorizing the issuance of such Capital Appreciation and Income Bond calculated based upon an assumption that Appreciated Value accrues during any semiannual period in equal daily amounts on the basis of a year of twelve (12) 30-day months and, (ii) as of any date of computation on and after the Interest Commencement Date, the Appreciated Value on the Interest Commencement Date.

"Authorized Investments" shall mean any investment permitted in accordance with the Issuer's investment policy as in effect at the time such investment is made.

"Available CFC Revenues" shall mean (i) with respect to the pledge and payment requirements hereunder, the actual net CFC Revenues collected by the Issuer, not to exceed the amount of debt service payable on the Bonds allocated by the Issuer to the financing of CFC Projects; and (ii) for any historical or projected twelve (12) month period relating to the issuance of Additional Parity Bonds hereunder and the rate covenant provided in Section 16D hereof, the actual net CFC Revenues collected or projected to be collected by the Issuer during such period, not to exceed 100% of the debt service on the Bonds and any Additional Parity Bonds included in the applicable calculation allocated by the Issuer to the financing of CFC Projects, plus the applicable coverage factor.

"Available PFC Revenues" shall mean (i) with respect to the pledge and payment requirements hereunder, the actual net PFC Revenues collected by the Issuer, not to exceed the amount of debt service payable on the Bonds allocated by the Issuer to the financing of PFC Projects; and (ii) for any historical or projected twelve (12) month period relating to the issuance of Additional Parity Bonds hereunder and the rate covenant provided in Section 16D hereof, the actual net PFC Revenues collected or projected to be collected by the Issuer during such period, not to exceed 100% of the debt service on the Bonds and any Additional Parity Bonds included in the applicable calculation allocated by the Issuer to the financing of PFC Projects, plus the applicable coverage factor.

"Available Revenues" shall mean for any period of time, (i) the amount of Available PFC Revenues and Available CFC Revenues to be received by the Issuer during such period and (ii) the amount of any other future revenue source not then included in the definition of "Airport Revenues" and which the Issuer designates as "Available Revenues" in a future supplemental resolution adopted by the Issuer.

"Balloon Bonds" shall mean any Bonds of any Series issued under this Resolution, (i) thirty five percent (35%) or more of the original principal amount of which matures during any one Fiscal Year, (ii) are not subject to Amortization Installments, and (iii) are designated as "Balloon Bonds" by the Finance Director.

"Bond Fund" shall mean the fund designated and created pursuant to Section 16A(iii) hereof.

"Bond Year" shall mean the annual period ending on September 30.

"Bondholder" shall mean the Registered Owner of any Bond.

"Bonds" shall mean the Outstanding Obligations and all Additional Parity Bonds hereafter issued by the Issuer, but shall not include any Special Purpose Bonds.

"Business Day" shall mean, except as otherwise provided by supplemental resolution with respect to a series of Bonds issued hereunder, any day other than a Saturday, Sunday, a day on which the New York Stock Exchange is closed or a day on which banking institutions in the State of Florida are authorized by law to remain closed.

"Capital Appreciation and Income Bonds" shall mean any Bonds issued under this Resolution as to which accruing interest is not paid prior to the Interest Commencement Date specified in the resolution of the Issuer authorizing such Bonds and the Appreciated Value for such Bonds is compounded periodically on certain dates designated in the resolution of **the** Issuer authorizing said Bonds prior to the Interest Commencement Date for such Capital Appreciation and Income Bonds.

"Capital Appreciation Bonds" shall mean Bonds of a series the interest on which shall be compounded semiannually and payable only at maturity or earlier redemption.

"Capital Fund" shall mean the fund designated and created pursuant to Section 16A(vii) hereof, which fund shall not be subject to the lien and pledge of this Resolution.

"City Administrator" shall mean the City Administrator of the Issuer, or any acting or interim City Administrator, or his or her designee.

"City Attorney" shall mean the City Attorney of the Issuer, or his or her designee.

"City Clerk" shall mean the Clerk of the Issuer, any acting, deputy or assistant Clerk, or his or her designee.

"Certified Interest Rate" shall mean, with respect to a Series of Bonds maturing on a particular date or dates bearing interest at a variable interest rate, not fixed to maturity, the interest rate set forth in a certificate filed with the Finance Director and Airport Director on or prior to the date of the first issuance of the Series of Bonds, as the same may be updated from time to time, as determined in accordance with the provisions of the next sentence. A Certified Interest Rate shall be that rate or rates of interest determined by an investment banking or financial advisory institution or firm selected by the Issuer, as the rate of interest such Series of Bonds would bear if, assuming the same maturity date, terms and provisions (other than interest rate) as the variable rate Bonds of such maturity, such Bonds were issued at a fixed interest rate.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and all valid and applicable regulations promulgated or proposed thereunder.

"Consulting Engineers" shall mean such qualified and recognized consulting engineers, having a favorable repute for skill and experience as consulting engineers to facilities similar to the Airport Facilities, at the time retained by the Issuer to perform the acts and carry out the duties as herein provided for such Consulting Engineers. The functions of the Consulting Engineers hereunder may be divided between or among consulting engineers.

"Counterparty" shall mean the entity entering into a Hedge Agreement with the Issuer and shall include any guarantor or credit enhancer of such entity's obligation under such Hedge Agreement.

"Credit Provider" shall mean, with respect to any Series of Bonds, the issuer of a municipal bond insurance policy, letter or line of credit, surety bond, Reserve Fund Insurance Policy, Reserve Fund Letter of Credit or other credit facility securing the payment of debt service with respect thereto.

"Customer Facility Charges" or **"CFCs"** shall mean the customer facility charge or charges imposed by the City on rental car transactions occurring on or about the Airport, and required to be collected by each on-airport rental car concessionaires pursuant to the Rental Car Concession Agreement and Real Property Lease and by each off-airport rental car operators.

"CFC Projects" shall mean those projects or components thereof for which the use of Customer Facility Charges has been authorized by the Issuer in accordance with applicable law and contractual provisions relating thereto.

"**Federal Grant Assurances"** shall mean the obligations associated with the acceptance of funds from FAA-administered airport financial assistance programs.

"Eligible Projects" shall mean, as applicable, PFC Projects, CFC Projects and Projects or components thereof designated by the Issuer as eligible to be funded with any other source of Available Revenues.

"Federal Securities" shall mean direct obligations of the United States of America and obligations the principal of and interest on which are fully guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor.

"Finance Director" means the Finance Director of the Issuer, or his or her designee.

"Fiscal Year" shall mean the annual period ending on September 30, or such other period as may be prescribed by law as the Issuer's Fiscal Year.

"Fitch" means Fitch Ratings, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by Issuer.

"Hedge Agreement" shall mean an agreement in writing between the Issuer and a Counterparty as a debt management tool with respect to the Bonds, or any portion thereof, issued hereunder such as an interest rate swap, collar or cap, basis swap or other functionally

similar agreement designated by the Issuer as a "Hedge Agreement" for purposes of this Resolution.

"Hedge Payments" shall mean any amounts payable by the Issuer calculated as interest on a notional amount under a Qualified Hedge Agreement; excluding however, any payments due as a penalty or fee or by virtue of a termination of a Qualified Hedge Agreement, or any obligation of the Issuer to provide collateral under a Qualified Hedge Agreement.

"Hedge Receipts" shall mean any amounts receivable by the Issuer calculated as interest on a notional amount under a Qualified Hedge Agreement; excluding, however, any amounts due by virtue of termination of a Qualified Hedge Agreement or as collateral posted by a Counterparty under a Qualified Hedge Agreement.

"Interest Commencement Date" shall mean the date on which interest is first payable (other than by Appreciated Value) on the Capital Appreciation and Income Bonds.

"Issuer" shall mean the City of Pensacola, Florida.

"Kroll" means Kroll Bond Rating Agency, LLC, limited liability corporation organized and existing under the laws of the state of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Kroll" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Maturity Amount" shall mean the amount payable upon the stated maturity of a Capital Appreciation Bond equal to the principal amount thereof plus all accrued interest thereon from the date of issue to the date of maturity.

"Mayor" means the Mayor of the Issuer or the City Administrator or Finance Director on behalf of the Mayor.

"Maximum Annual Debt Service Requirement" for the Bonds or any series of Bonds, as applicable, shall mean, as of any particular date of calculation, the Annual Debt Service Requirement with respect to such Bonds as contemplated for the then current or any future Bond Year in which such sum is the greatest.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Municipal Bond Insurance Policy" shall mean a municipal bond insurance policy issued by a Municipal Insurer simultaneously with the delivery of a series of Bonds,

insuring the payment of the principal of and interest on such series of Bonds in accordance with the terms thereof.

"Municipal Insurer" shall mean a nationally recognized financial institution which issues a letter of credit, bond insurance policy or other guaranty of the payment of principal and interest on Bonds.

"Net Revenues" or **"Net Revenues of the Airport Facilities"** shall mean Airport Revenues after deduction of Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" shall mean the Issuer's annual expenses (paid or accrued) of operating, maintaining, repairing, and administering the Airport, including the Issuer's overhead allocable to the Airport and including capital outlays other than for capital improvements; taxes; and assessments and judgments, if any, if final and not subject to appeal or otherwise contested in good faith; and expenses for defending, settling, or satisfying litigation, as set forth in the current annual budget determined in accordance with generally accepted accounting principles, but excluding any such expenses paid with Customer Facility Charges. The categories of overhead expense allocable by the Issuer to the Airport shall also be determined in accordance with recognized accounting practices. Operation and Maintenance Expenses shall not include any allowance for depreciation, renewals or extensions or any charges for the accumulation of reserves for capital replacements, renewals or extensions or, in the discretion of the Issuer, other non-cash expenses; provided, however, that if the Issuer shall convey, lease or license the Airport Facilities, or any part thereof, under terms providing for the payment of net rentals to the Issuer and whereby the lessee or licensee pays part or all of the cost of operation and maintenance, then the part of such cost of operation and maintenance paid by such lessee or licensee shall not be included under the term Operation and Maintenance Expenses. Operation and Maintenance Expenses shall not include operating or maintenance expenses of Special Purpose Facilities, except to the extent hereinafter expressly provided therein.

"Operation and Maintenance Fund" shall mean the fund designated and created pursuant to Section 16A(ii) hereof.

"Operation and Maintenance Reserve Account" shall mean the account in the Operation and Maintenance Fund designated and created pursuant to Section 16A(ii) hereof.

"Outstanding Obligations" shall mean the outstanding City of Pensacola, Florida Airport Refunding Revenue Note, Series 2015, City of Pensacola, Florida Airport Refunding Revenue Note, Series 2017 and City of Pensacola, Florida Airport Refunding Revenue Note, Series 2018.

"Passenger Facility Charges" or **"PFCs"** means passenger facility charges imposed by the Issuer in accordance with the PFC Act and applicable PFC Approvals.

"Paying Agent" shall mean any paying agent for the Bonds, or any series thereof (and may include the Registrar) and its successor or successors appointed from time to time by

supplemental resolution to provide the services provided herein to be provided by a Paying Agent.

"PFC Act" means the Aviation Safety and Capacity Expansion Act of 1990, Pub. L. 101-508, Title IX; Subtitle B, §§ 9110 and 9111, recodified as 49 U.S.C. § 40117, as amended from time to time.

"PFC Approvals" mean the Final Agency Decision of the Federal Aviation Administration, made pursuant to the PFC Act and PFC Regulations, relating to passenger facility charges imposed by the Issuer, as the same may be issued and amended from time to time.

"PFC Project" means those projects or components of projects for which the imposition and use of PFCs by the Issuer have been approved by one or more PFC Approvals.

"PFC Regulations" means Part 158 of the Federal Aviation Regulations (12 CFR Part 158), as amended from time to time, and any other regulations with respect to the PFC Act.

"PFC Revenues" means all revenues received by the Issuer from PFCs imposed by the Issuer with respect to the Airport Facilities pursuant to the PFC Act, the PFC Regulations and the PFC Approvals, including any interest earned thereon after such revenues have been remitted to the Issuer as provided in the PFC Regulations; provided, however, that if Operation and Maintenance Expenses with respect to PFC Projects are permitted pursuant to the PFC Act and PFC Regulations to be paid from passenger facility charges, "PFC Revenues" shall be the net of Operation and Maintenance Expenses with respect to PFC Projects.

"Pledged Funds" shall mean (1) the Net Revenues of the Airport Facilities, (2) Available Revenues, (3) cash subsidy or similar payments made by the U.S. Treasury or other federal or state governmental entity to or on behalf of the Issuer for payments with respect to Bonds, and (4) until otherwise applied as provided herein, the moneys held in the funds and accounts hereunder (except the Capital Fund) and the income on investment thereof, and the net proceeds of insurance on the Airport Facilities, until applied to the acquisition or construction of the Airport Facilities with respect to which such proceeds were realized.

"Prerefunded Obligations" shall mean any bonds or other obligations of any state of the United States of America or of any political subdivision, agency, instrumentality or local governmental unit of any such state (1) which are (A) not to be redeemed prior to maturity or (B) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or Federal Securities, deposited in an irrevocable escrow with an escrow holder or trustee, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on Federal Securities which have been deposited in such fund along with any cash

on deposit in such fund are sufficient, as verified by an independent certified public accountant, to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in clause (1) above, and (4) which are rated in the highest rating category of a Rating Agency.

"Project" shall mean the acquisition, construction, reconstruction, betterment, extension, implementation and equipping of capital improvements to the Airport Facilities more particularly described in the plans and specifications on file or to be on file with the Issuer, as such improvements may be revised or supplemented, from time to time, by the Issuer upon receipt of an approving opinion of bond counsel.

"Put Bonds" shall mean Bonds which are subject to mandatory or optional tender by the Registered Owner thereof for purchase by the Issuer prior to their stated date of maturity.

"Qualified Hedge Agreement" shall mean a Hedge Agreement with a Counterparty which at the time the Hedge Agreement is entered into is rated by any two of the Rating Agencies, at least "A-1" or equivalent rating.

"Rating Agency" means Fitch, Kroll, Moody's, Standard & Poor's or other nationally recognized credit rating agency.

"Registered Owner" shall mean the person in whose name any Bond is registered, from time to time on the registration books of the Registrar.

"Registrar" shall mean the Paying Agent for the Bonds, as Registrar or such other person, firm or corporation as may thereafter be from time designated by the Issuer as the Registrar for the Bonds.

"Released Revenues" shall mean any Airport Revenues or component of "Airport Revenues" in respect of which there has been filed with the Finance Director and the Airport Director the following:

(a) either (i) an Airport Consultant's certificate showing that, based upon reasonable assumptions, project Net Revenues after the exclusion of the Revenues or component of Revenues proposed to be released, plus Available PFC Revenues, calculated in accordance with the Additional Parity Bonds test in Section 16Q hereof for each of the three full Fiscal Years following the Fiscal Year in which such certificate is delivered, will not be less than the larger of (A) the amounts needed for making the deposits required by Section 16B(1)-(6) or (B) an amount not less than 150% of the average Annual Debt Service Requirement for each Fiscal Year during the remaining term of all Bonds that will remain Outstanding after the exclusion of such Revenues (disregarding any Bonds that have been or will be paid or discharged); or (ii) an independent certified public accountant's certificate to the effect that Net Revenues, plus Available PFC Revenues, excluding the Revenues or component of Revenues proposed to be released, in the two most recently completed Fiscal Years, were not less than the larger of (A) the

amounts needed for making the deposits required by Section 16B(1)-(6) or (B) 135% of (1) average Annual Debt Service Requirement on all Bonds Outstanding in each such Fiscal Year (disregarding any Bonds that have been paid or discharged), plus (2) average Annual Debt Service Requirement with respect to any Additional Parity Bonds issued since the completion of such Fiscal Year or proposed to be issued at the time such certificate is delivered;

(b) an opinion of Bond Counsel to the effect that (i) the conditions set forth herein to the release of such Revenues have been met and (ii) the exclusion of such Revenues from the pledge and lien of this Resolution will not, in and of itself, cause the interest on any Outstanding Bonds to be included in gross income for purposes of federal income tax; and

(c) written confirmation from each of the Rating Agencies then rating outstanding Bonds at the request of the Issuer to the effect that the exclusion of such Revenues or component of Revenues from the pledge and lien of this Resolution will not cause a withdrawal of or reduction in any unenhanced rating or outlook then assigned to outstanding Bonds.

Upon the receipt of such documents by the Issuer's Finance Director and the Airport Director, the Revenues or component of Revenues addressed in such documents shall be excluded from the pledge and lien of this Resolution and notice of such release shall be posted in compliance with any continuing disclosure undertaking with respect to outstanding Bonds.

"Renewal and Replacement Fund" shall mean the fund designated and created pursuant to Section 16A(v) hereof.

"Reserve Fund" shall mean the Reserve Fund established pursuant to Section 16A(iv) hereof.

"Reserve Fund Insurance Policy" shall mean the insurance policy deposited in the Reserve Fund in lieu of or in partial substitution for cash on deposit therein pursuant to Section 16B(3) hereof.

"Reserve Fund Letter of Credit" shall mean a letter of credit or line of credit or other credit facility (other than a Reserve Fund Insurance Policy) deposited in the Reserve Fund in lieu of or in partial substitution for cash on deposit therein pursuant to Section 16B(3) hereof.

"Reserve Requirement" shall mean, as of any date of calculation for the Reserve Fund or any account therein, an amount equal to the lesser of (1) Maximum Annual Debt Service Requirement for all outstanding Bonds secured thereby, (2) 125% of the average Annual Debt Service Requirement for all outstanding Bonds secured thereby, or (3) the maximum amount allowed to be funded from proceeds of tax-exempt obligations and invested at an unrestricted yield pursuant to the Code; provided, however, the Issuer may establish by supplemental resolution a different Reserve Requirement for an account of the Reserve Fund which separately secures one or more series of Bonds pursuant to Section 16B(3) hereof, or may provide by

supplemental resolution that a series of Bonds shall not be secured by the Reserve Fund or any account therein. In computing the Reserve Requirement in respect of a series of Bonds that constitutes variable rate Bonds, the interest rate on such Bonds shall be assumed to be the Certified Interest Rate applicable thereto.

"Resolution" shall mean this resolution of the Issuer as hereafter amended and supplemented from time to time in accordance with the provisions hereof.

"Revenue Fund" shall mean the fund designated and created pursuant to Section 16A(i).

"Serial Bonds" shall mean the Bonds of a series which shall be stated to mature in annual installments.

"Special Purpose Bonds" shall mean obligations (other than Additional Parity Bonds) issued to finance Special Purpose Facilities and which are payable from the revenues, receipts and income realized from such Special Purpose Facilities.

"Special Purpose Projects" or **"Special Purpose Facilities"** shall mean lands, buildings, facilities and structures designated as such by the Issuer, the cost of construction or acquisition of which are authorized by the Act and are financed with the proceeds of Special Purpose Bonds issued pursuant to Section 16 hereof and/or are funded with gifts, grants, or awards for a specific special purpose facility and not with Bonds issued hereunder.

"Standard & Poor's" shall mean means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Subordinate Securities Fund" shall mean the fund designated and created pursuant to Section 16A(vi) hereof.

"Tender" shall mean, with respect to Put Bond, the right of the Registered Owner to demand the purchase, or the obligation of the Registered Owner to tender a Bond for purchase, prior to the stated maturity thereof.

"Term Bonds" shall mean the Bonds of a series all of which shall be stated to mature on one date and which shall be subject to retirement by operation of the Bond Amortization Account.

SECTION 3. CONSTRUCTION OF CERTAIN TERMS. For all purposes of the Bond Resolution, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

A. The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

B. All references in the Bond Resolution to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of the Bond Resolution. The words "herein," "hereof," and "hereunder" and other words of similar import refer to the Bond Resolution as a whole and not to any particular Article, Section, or other subdivision.

C. The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.

D. All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants.

SECTION 4. FINDINGS. It is hereby ascertained, determined and declared that:

A. The Issuer now owns, operates and maintains the Airport Facilities and derives Airport Revenues from fees, rates, rentals and other charges made and collected therefrom.

B. The Pledged Funds are not now pledged or encumbered in any manner, except for the payment of the Outstanding Obligations.

C. The principal of and interest on the Bonds and all required sinking fund, reserve and other payments shall be payable solely from the Pledged Funds as provided herein. The Issuer shall never be required to levy ad valorem taxes or taxes of any nature to pay the principal of, premium, if any, and interest on the Bonds or to make any of the required sinking fund, reserve or other payments and such Bonds shall not constitute a lien upon any property owned by or situate within the territorial jurisdiction of the Issuer except the Pledged Funds. The Bonds shall not constitute a general indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be limited obligations of the Issuer secured solely by the Pledged Funds as provided herein.

SECTION 5. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Bonds authorized to be issued hereunder by the Registered Owners from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided therein and herein.

SECTION 6. AUTHORIZATION OF BONDS. Subject and pursuant to the provisions hereof, bonds of the Issuer to be known as "Airport Revenue Bonds, Series ____", are authorized to be issued in the aggregate principal amounts set forth in resolutions adopted from time to time by the Issuer in accordance with, and upon compliance with the terms and provisions hereof.

SECTION 7. DESCRIPTION OF BONDS. The Bonds, except Capital Appreciation Bonds, shall be dated as of a date or dates to be fixed by subsequent resolution of the Issuer, but not later than their date of delivery, may be Serial Bonds, Term Bonds, or a combination thereof; shall be designated "R-__" and numbered consecutively from one upward in order of authentication; shall be in such authorized denominations, shall bear interest at such rate or rates not exceeding the maximum lawful rate allowable by law to be payable at such times, and shall mature annually on such dates and in such years and amounts, all as shall be determined by subsequent resolution of the Issuer. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid, until payment of the principal sum. The Bonds shall be issued in fully registered form, payable as to principal and premium, if any, upon presentation and surrender thereof on the date fixed for maturity or redemption thereof at the designated office of the Paying Agent. Unless otherwise provided by subsequent resolution of the Issuer, interest on each fully registered Bond (except the Capital Appreciation Bonds) shall be paid by check or draft mailed to the person in whose name the Bond is registered, at his or her address as it appears on the Bond Register maintained by the Registrar, at the close of business on the 15th day of the month (whether or not a Business Day) next preceding the interest payment date (the "Record Date"), irrespective of any transfer of such Bond subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date except that the Registrar will, at the request of any Registered Owner of one million dollars ($1,000,000) or more in aggregate principal amount of Bonds of a series, make payments of interest on such Bonds by wire transfer to the account designated by such Registered Owner to the Registrar in writing at least five (5) Business Days before the Record Date for such payments. In the event of any such default, such defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date for the payment of defaulted interest as established by notice mailed by the Registrar to the Registered Owner of the Bonds (except the Capital Appreciation Bonds) not less than fifteen days preceding such special record date. Such notice shall be mailed to the person in whose name such Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing. All payments shall be made in accordance with and pursuant to the terms of this Resolution and the Bonds and shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public or private debts.

The Capital Appreciation Bonds shall be dated as of a date or dates to be fixed by subsequent resolution of the Issuer, but not later than their date of delivery, shall be designated "CA-___" and numbered from 1 upward in order of authentication, shall mature on such dates, and the principal amounts thereof shall accrete at the approximate annual yield (subject to rounding the Accreted Values), all as set forth by subsequent resolution of the Issuer.

No Bond shall be valid or become obligatory for any purpose or be entitled to any security or benefit under this Resolution until the certificate of authentication endorsed on the Bond shall have been duly executed by the manual signature of an authorized official of the Registrar.

Unless otherwise provided by subsequent resolution of the Issuer, if the date for payment of the principal of, premium, if any, or interest on the Bonds shall not be a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

SECTION 8. EXECUTION OF BONDS. The Bonds shall be executed in the name of the Issuer by the Mayor, such execution to be attested under seal by the City Clerk, approved as to substance by the Finance Director and designated as in legal form and valid as drawn by the City Attorney and its official seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The facsimile signatures of such officers may be imprinted or reproduced on the Bonds in lieu of manual signatures. Except as may otherwise be provided by subsequent resolution, the Certificate of Authentication of the Registrar, hereinafter described, shall appear on the Bonds, and no Bonds shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless such certificate shall have been duly executed on such Bonds. The authorized signature for the Registrar shall at all times be a manual signature. In case any officer whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bonds shall hold the proper office with the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

If the Bonds are validated, the validation certificate on the Bonds shall be executed by the Mayor by manual or facsimile signature. The Issuer may adopt and use for such purposes the facsimile signature of any person who shall have held such office at any time on or after the date of adoption of this Resolution, notwithstanding that such person may have ceased to be such officer at the time the Bonds are actually delivered.

SECTION 9. NEGOTIABILITY. Subject to the provisions hereof respecting registration and transfer, the Bonds shall be and shall have all the qualities and incidents of negotiable instruments under the laws of the State of Florida, and each successive Registered Owner, in accepting any of the Bonds, shall be conclusively deemed to have agreed that the Bonds shall be and have all of such qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities, being Chapter 678, Florida Statutes, as amended.

SECTION 10. REGISTRATION, EXCHANGE AND TRANSFER. There shall be a Registrar for the Bonds which shall be the Finance Director or a designated bank or trust company located within or without the State of Florida appointed by the Issuer. The Registrar shall maintain the registration books of the Issuer and be responsible for the transfer and

exchange of the Bonds. The Issuer shall, prior to the proposed date of delivery of the Bonds, by resolution designate the Registrar and the Paying Agent. The Registrar shall maintain the books for the registration of the transfer and exchange of the Bonds in compliance with Section 149(a) of the Code, the Florida Registered Public Obligations Act, being Chapter 279, Florida Statutes, as amended, and the system of registration as established by the Issuer pursuant thereto.

Bonds may be transferred upon the registration books, upon delivery to the Registrar, together with written instructions as to the details of the transfer of such Bonds, along with the social security number or federal employer identification number of such transferee and, if such transferee is a trust, the name and social security or federal employer identification numbers of the settlor and beneficiaries of the trust, the date of the trust and the name of the trustee. No transfer of any Bond shall be effective until entered on the registration books maintained by the Registrar.

Upon surrender for transfer or exchange of any Bond, the Issuer shall execute and the Registrar shall authenticate and deliver in the name of the Registered Owner or the transferee or transferees, as the case may be, a new fully registered Bond or Bonds of authorized denominations of the same maturity and interest rate for the aggregate principal amount which the Registered Owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Resolution. The Issuer or the Registrar may charge the owner of such Bond for every such transfer or exchange an amount sufficient to reimburse them for their reasonable fees and for any tax, fee, or other governmental charge required to be paid with respect to such transfer, and may require that such charge be paid before any such new Bond shall be delivered.

All Bonds presented for transfer, exchange, redemption or payment (if so required by the Registrar), shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Registrar, duly executed by the Registered Owner or by his duly authorized attorney in fact or legal representative.

All Bonds delivered upon transfer or exchange shall bear interest from the preceding interest payment date so that neither gain nor loss in interest shall result from the transfer or exchange. New Bonds delivered upon any transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the Bond surrendered, shall be secured by this Resolution and shall be entitled to all of the security and the benefits hereof to the same extent as the Bonds surrendered.

The Issuer and the Registrar may treat the Registered Owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bonds shall be overdue, and shall not be bound by any notice to the contrary.

Notwithstanding the foregoing provisions of this section, the Issuer reserves the right, on or prior to the delivery of the Bonds to amend or modify the foregoing provisions

relating to the registration of the Bonds by resolution in order to comply with all applicable laws, rules, and regulations of the United States and/or the State of Florida relating thereto.

SECTION 11. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Registered Owner furnishing the Issuer proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. All Bonds so surrendered shall be cancelled by the Registrar. If any such Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this section shall constitute original, additional contractual obligations whether or not the lost, stolen or destroyed bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the extent as all other Bonds issued hereunder.

SECTION 12. PROVISIONS FOR REDEMPTION. The Bonds may be subject to redemption, including from Amortization Installments and/or at the option of the Issuer, as provided by subsequent resolution of the Issuer duly adopted prior to the issuance of each series or subseries of Bonds.

Bonds in denominations greater than an authorized denomination (or authorized Maturity Amount in the ease of Capital Appreciation Bonds) shall be deemed to be an equivalent number of Bonds in the denomination of an authorized denomination (or Maturity Amount). If a Bond is of a denomination (or Maturity Amount) larger than an authorized denomination (or Maturity Amount), a portion of such Bond may be redeemed, in the amount of an authorized denomination (or Maturity Amount) or integral multiples thereof.

Except as may otherwise be provided with respect to a series of Bonds in the resolution authorizing such series, notice of such redemption must contain, at a minimum, the complete official name of the Bonds including the date of issue and series thereof, CUSIP number, for partial calls the certificate numbers and called amount of each certificate, redemption date, redemption price, redemption agent name and address with contact person and phone number, interest rate, maturity date, and other descriptive information if any that accurately identifies the called Bonds.

Except as may otherwise be provided with respect to a series of Bonds in the resolution authorizing such series, such notice of redemption (i) shall be filed with the Paying Agent and the Registrar; and (ii) shall be mailed by the Registrar, first-class mail, postage prepaid,

to the applicable Municipal Insurer, if any, and to all Registered Owners of the Bonds to be redeemed not more than forty-five (45) days and not less than thirty (30) days prior to the date fixed for redemption at their addresses as they appear on the registration books to be maintained in accordance with the provisions hereof. In the event any Registered Owner has not sent its Bond for redemption within sixty (60) days following a redemption date, the Registrar shall mail a second notice of redemption to such Registered Owner in the same manner as the first notice and the same shall not affect the validity of the first notice. Failure to give such notice by mailing to any Registered Owner of Bonds or to any depository institutions or to any national information service, or any defect therein, shall not affect the validity of any proceeding for the redemption of other Bonds.

Any notice of optional redemption may state that it is conditioned upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus accrued interest to such redemption date, or upon the satisfaction of any other condition, and that it may be rescinded upon the failure of any such condition, and any conditional notice so given may be rescinded at any time prior to payment of such redemption price and accrued interest if any such condition so specified is not satisfied. Notice of such rescission shall be given by the Paying Agent to affected Registered Owners as promptly as practicable upon the failure of such condition or the occurrence of such other event.

Notice having been mailed and filed in the manner and under the conditions hereinabove provided and any conditions provided in such notice having been satisfied, the Bonds or portions of Bonds so called for redemption shall, on the redemption date designated in such notice, become due and payable at the redemption price provided for redemption of such Bonds or portions of Bonds on such date the Paying Agent shall use its best efforts to include in the redemption payments the CUSIP number of the Bonds to which they apply. On the date so designated for redemption, notice having been mailed and filed and moneys for payment of the redemption price being held in separate accounts in trust for the Registered Owners of the Bonds or portions thereof to be redeemed, all as provided in this Resolution, interest on the Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds and portions of Bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and the Registered Owners of such Bonds or portions of Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

Amounts held by the Paying Agent for payment of redeemed Bonds due to nonpresentment of Bonds on any redemption date shall be retained by the Paying Agent for a period of at least one year after the final stated maturity date of the redeemed Bonds.

Upon surrender of any Bond for redemption in part only, the Issuer shall issue and deliver to the Registered Owners thereof, the costs of which shall be paid by the Registered Owner, a new Bond or Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion surrendered.

Upon the purchase or redemption of any Term Bonds of any Series and maturity for which Amortization Installments shall have been established in advance of their scheduled maturity or mandatory redemption date, an amount equal to the principal amount of such Bonds so purchased or redeemed shall be credited toward a part (in an integral multiple of the authorized denominations for such Bond) or all or any one or more Amortization Installments thereafter to become due, as designated in a certificate or resolution of the Issuer, or in the absence of such designation, toward Amortization Installments in inverse order of their due dates.

SECTION 13. FORM OF BONDS. The text of the Bonds, the Capital Appreciation Bonds, the Certificate of Authentication and the Assignment shall be in substantially the forms attached hereto as Exhibit "A", with such omissions, insertions and variations as may be necessary and desirable and authorized and permitted by this Resolution or by any subsequent resolution adopted prior to the issuance thereof or which may be necessary and desirable for Capital Appreciation and Income Bonds, Put Bonds or Balloon Bonds.

SECTION 14. BONDS NOT DEBT OF ISSUER. The Bonds do not constitute a general obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State of Florida or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation. Neither the State of Florida nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form to pay the principal of the Bonds, the premium, if any, the interest thereon, or to make any of the required sinking fund, reserve or other payments or costs incident thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Funds, in the manner provided in this Resolution. It is further agreed between the Issuer and the Registered Owner of the Bonds that the Bonds and the indebtedness evidenced thereby shall not constitute a lien on the Project or any other property of the Issuer, but shall constitute a lien only on the Pledged Funds, in the manner provided in this Resolution.

SECTION 15. PLEDGED FUNDS. Until payment has been made or provided for as herein permitted, the payment of the principal of, premium, if any, and interest on the Bonds shall be secured forthwith equally and ratably by an irrevocable lien on the Pledged Funds prior and superior to all other liens or encumbrances on such Pledged Funds, and the Issuer does hereby irrevocably pledge such Pledged Funds to the payment of the principal of, premium, if any, and interest on the Bonds, the reserves therefor, and for all other payments required under this Resolution; provided, however, that Available Revenues shall secure only those Bonds designated by the Issuer as secured by such Available Revenues.

SECTION 16. COVENANTS OF THE ISSUER. For as long as any of the principal of and interest on any of the Bonds shall be outstanding and unpaid, or until payment has been provided for as herein permitted, the Issuer covenants with the Registered Owners of any and all Bonds as follows:

A. CREATION OF FUNDS AND ACCOUNTS. There are hereby created and established by the Issuer the following funds and accounts:

(i) The City of Pensacola, Florida Airport Revenue Fund (the "Revenue Fund");

(ii) The City of Pensacola, Florida Airport Operation and Maintenance Fund (the "Operation and Maintenance Fund") and an account therein, the "Operation and Maintenance Reserve Account".

(iii) The City of Pensacola, Florida Airport Bond Fund (the "Bond Fund") and three accounts therein: the "Principal Account," the "Interest Account" and the "Bond Amortization Account".

(iv) The City of Pensacola, Florida Airport Debt Service Reserve Fund (the "Reserve Fund"). The Issuer may by subsequent resolution create separate accounts in the Reserve Fund securing one or more series of Bonds designated to be secured thereby.

(v) The City of Pensacola, Florida Airport Renewal and Replacement Fund (the "Renewal and Replacement Fund").

(vi) The City of Pensacola, Florida Airport Subordinate Securities Fund (the "Subordinate Securities Fund").

(vii) The City of Pensacola, Florida Airport Capital Fund (the "Capital Fund").

The Revenue Fund shall constitute a trust fund for the purposes herein provided, and shall be accounted for separately and distinctly from all other funds of the Issuer and used only for the purposes and in the manner herein provided. Any provision hereof to the contrary notwithstanding, so long as (1) the Issuer is not in default in the payment of principal, premium, if any, and interest on the Bonds, and (2) all amounts required to be on deposit in the Reserve Fund pursuant to Section 16B(3) are then current, and (3) there has been no default under the provisions of any applicable Reserve Fund Insurance Policy and there has been no unreimbursed drawing thereunder, then the failure to deposit the Pledged Revenues into the Revenue and Bond Funds created herein in the amounts required hereunder shall not be deemed a default hereunder so long as the full amount of such deposits necessary to make all such payments with respect to the Bonds are deposited in such Funds not less than six (6) Business Days prior to the date such payments are due. If at any time the amount on deposit in any of the funds and accounts established hereunder exceeds the amount then required to be on deposit therein, the Issuer may withdraw such excess and apply the same first to cure any deficiency in any other fund or account created hereunder (in the order of application provided in B. below) and then to deposit in the Capital Fund.

The cash required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash on deposit

therein for the various purposes of such funds as herein provided. The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds and accounts as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute dedication of certain revenues and assets of the Airport Facilities for specified purposes and to establish specified priorities for application of such revenues and assets as herein provided.

B. DISPOSITION OF AIRPORT REVENUES AND AVAILABLE REVENUES. Airport Revenues shall upon receipt be deposited to the credit of the Revenue Fund. Available Revenues shall be deposited to the credit of the applicable accounts of the Bond Fund and Reserve Fund to fund that portion of debt service and debt service reserve replenishments allocated to Eligible Projects prior to the deposits of amounts on deposit in the Revenue Fund pursuant to subsections 2(a), (b) and (c) and (3) below.

All moneys at any time remaining on deposit in the Revenue Fund shall be applied and allocated on a monthly basis only in the following manner and in the following order of priority:

(1) Moneys in the Revenue Fund shall first be deposited to the Operation and Maintenance Fund, such sums which are necessary for the monthly Operation and Maintenance Expenses of the Airport Facilities for the ensuing month.

(2) Moneys in the Revenue Fund shall next be deposited to the Bond Fund in an amount necessary to deposit on a parity basis into the Principal Account, and Interest Account and Bond Amortization Account the following amounts after the deposit of Available Revenues and after the deposit of subsidy or similar payments as provided in Section 16L below:

(a) To the Principal Account the sum, which, together with the balance in the Principal Account, including all Available Revenues deposited therein, shall equal the principal amount of all outstanding Bonds due and unpaid and that portion of the principal next due which would have accrued on such Bonds during the current calendar month if such principal were deemed to accrue monthly (assuming a year consists of twelve (12) calendar months comprised of 30 days each) in equal amounts from the next preceding principal payment due date, or, if there is no such preceding principal payment due date, from a date one year preceding the due date of such principal payment. Moneys in the Principal Account shall be applied by the Issuer for deposit with the Paying Agents for the payment of principal of the Bonds on or prior to the date the same shall mature. Capital Appreciation Bonds shall be payable from the Principal Account in the years in which such Bonds mature. The Issuer shall adjust the amount on deposit in the Principal Account not later than the principal payment date so as to provide sufficient moneys in the Principal Account to pay the principal of the Bonds becoming due on such principal payment date.

(b) To the Interest Account the sum which, together with the balance in the Interest Account including any Available Revenues deposited therein, shall equal the interest on all outstanding Bonds (except Capital Appreciation Bonds) accrued and unpaid and to accrue to the end of the then current calendar month. All Hedge Receipts shall be deposited directly to the Interest Account upon receipt. With respect to interest on Bonds which are subject to a Qualified Hedge Agreement, interest on such Bonds during the term of such Qualified Hedge Agreement shall be deemed to include the corresponding Hedge Payments. Moneys in the Interest Account shall be applied by the Issuer (1) for deposit with the Paying Agents to pay the interest on the Bonds on or prior to the date the same shall become due and (2) to make Hedge Payments when due. The Issuer shall adjust the amount on deposit in the Interest Account prior to each interest payment date and date on which a Hedge Payment is due so as to provide sufficient funds in the Interest Account to pay interest on the Bonds due on such interest payment date and Hedge Payments due on such payment date. With respect to debt service on any Bonds which are subject to a Qualified Hedge Agreement, any Hedge Payments due to the Qualified Hedge Agreement Counterparty relating to such Bonds shall be paid to the Qualified Hedge Agreement Counterparty on a parity basis with the deposits to the Interest Account for the payment of interest on the Bonds. In computing the required deposit to the Interest Account with respect to Bonds bearing interest at a variable rate, unless the actual rate for the balance of the month is determinable at the time of deposit, the variable rate shall be assumed to be (x) if such Bonds have been outstanding for at least twelve (12) months prior to the commencement of such calendar month, the highest interest rate borne by such Bonds during the preceding twelve (12) month period, and (Y) if such Bonds have not been outstanding for at least twelve (12) months prior to the date of calculation, The Bond Buyer 25 Revenue Bond Index most recently published prior to the commencement of such calendar month.

(c) To the Bond Amortization Account, commencing in the month which is one year prior to the first Amortization Installment due date, the sum which, together with the balance in the Bond Amortization Account including any Available Revenues deposited therein, shall equal the Amortization Installments on all outstanding Bonds due and unpaid and that portion of the Amortization Installments of all outstanding Bonds next due which would have accrued on such Bonds during the then current calendar month if such Amortization Installments were deemed to accrue monthly (assuming a year consisting of twelve (12) 30 day months) in equal amounts from the preceding Amortization Installment due date, or, if there is no preceding Amortization Installment due date, from the date one year preceding the due date of the Amortization Installment. Moneys in the Bond Amortization Account shall be used to purchase or redeem Term Bonds in the manner provided herein. The Issuer shall adjust the amount on deposit in the Bond Amortization Account prior Amortization Installment due date so as to provide sufficient funds in the Bond Amortization Account to pay the Amortization Installments becoming due on such date.

Amounts accumulated in the Bond Amortization Account with respect to any Amortization Installments (together with amounts accumulated in the Interest Account with respect to interest, if any, on the Term Bonds for which such Amortization Installment was established) may be applied by the Issuer, on or prior to the 60th day preceding

the due date of such Amortization Installment, (a) to the purchase of Term Bonds of the series and maturity for which such Amortization Installment was established, or (b) to the redemption at the applicable redemption prices of such Term Bonds, if then redeemable by their terms. Amounts in the Bond Amortization Account which are used to redeem Term Bonds shall be credited against the next succeeding Amortization Installment which shall become due on such Term Bonds. The applicable redemption price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Bond Amortization Account until such Amortization Installment due date, for the purposes of calculating the amount on deposit in such Account. As soon as practicable after the 60th day preceding the due date of any such Amortization Installment, the Issuer shall proceed to call for redemption on such due date, by causing notice to be given as provided in Section 11 hereof, Term Bonds of the Series and maturity for which such Amortization Installment was established (except in the case of Term Bonds maturing on an Amortization Installment due date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Amortization Installment. The Issuer shall pay out of the Bond Amortization Account and the Interest Account to the appropriate Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Term Bonds shall be paid by the Issuer from the Maintenance and Operating Fund.

(3) Moneys in the Revenue Fund shall next be deposited to the Reserve Fund in an amount which would enable the Issuer to restore the funds on deposit in the Reserve Fund (including any accounts therein) to an amount equal to the Reserve Requirement applicable thereto. All deficiencies in the Reserve Fund must be made up no later than twelve months from the date such deficiency first occurred, whether such shortfall was caused by decreased market value or withdrawal (whether from cash or a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit). On or prior to each principal payment date and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Reserve Fund shall be applied by the Issuer to the payment of the principal of or redemption price, if applicable, and interest on the Bonds to the extent moneys in the Interest Account, the Principal Account and the Bond Amortization Account shall be insufficient for such purpose, but only to the extent the moneys transferred from the Operation and Maintenance Reserve Account and the Renewal and Replacement Account for such purposes pursuant to Sections 16B(4) and (5), respectively, hereof shall be inadequate to fully provide for such insufficiency. Whenever there shall be surplus moneys in the Reserve Fund by reason of a decrease in the Reserve Requirement or as a result of a deposit in the Reserve Fund Letter of Credit or a Reserve Fund Insurance Policy, such surplus moneys, to the extent practicable, shall be deposited by the Issuer into the Revenue Fund.

Upon the issuance of any series of Bonds under the terms, limitations and conditions as herein provided, the Issuer shall fund the Reserve Fund or the applicable Account therein in an amount at least equal to the Reserve Requirement, if any, applicable to such Series of Bonds. Such required amount, if any, shall be paid in full or in part from the proceeds of such

series of Bonds or may be accumulated in equal monthly payments to the Reserve Fund over a period of months from the date of issuance of such series of Bonds, which shall not exceed 36 months. In the event moneys in the Reserve Fund are accumulated as provided above, (a) the amount in said Reserve Fund on the date of delivery of the Additional Parity Bonds shall not be less than the Reserve Requirement on all Bonds then outstanding (excluding the Additional Parity Bonds) on such date, and (b) the incremental difference between the Reserve Requirement on all Bonds then outstanding (excluding the Additional Parity Bonds) on the date of delivery of the Additional Parity Bonds and the Reserve Requirement on all such Bonds and the Additional Parity Bonds shall be 50% funded upon delivery of the Additional Parity Bonds.

Notwithstanding the foregoing provisions, in lieu of or in substitution of the required deposits into the Reserve Fund, the Issuer may cause to be deposited into the Reserve Fund a Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit for the benefit of the Bondholders in an amount equal to the difference between the Reserve Requirement applicable thereto and the sums then on deposit in the Reserve Fund, if any. The Issuer may also substitute a Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit for cash on deposit in the Reserve Fund upon compliance with the terms of this Section 16B(3). Such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit shall be payable to the Paying Agent (upon the giving of notice as required thereunder) on any principal maturity date, interest payment date or redemption date on which a deficiency exists which cannot be cured by moneys in any other fund or account held pursuant to this Resolution and available for such purpose. The provider of such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit shall, at the time of delivery thereof, be either (a) an insurer whose municipal bond insurance policies insuring the payment, when due, or the principal of and interest on municipal bond issues results in such issues being rated in one of the three highest rating categories (without regard to gradations, such as "plus" or "minus" of such categories) by a Rating Agency at the time of issuance of such Reserve Fund Insurance Policy, or (b) a commercial bank, insurance company or other financial institution which has been assigned a rating by a Rating Agency in one of the three highest rating categories (without regard to gradations, such as "plus" or "minus" of such categories) at the time of issuance of such Reserve Fund Letter of Credit. Any Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit shall equally secure all Bonds except to the extent a series of Bonds is secured by an account in the Reserve Fund which is pledged solely for the payment of such series of Bonds or is designated to not be secured by the Reserve Fund or any accounts therein as provided in the last paragraph of this Section 16B(3).

If two days prior to an interest or principal payment date, or such other period of time as shall be required by the terms of the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit, the Issuer shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest and/or principal due on the Bonds on such date, the Issuer shall immediately notify (a) the provider of the applicable Reserve Fund Insurance Policy and/or the issuer of the Reserve Fund Letter of Credit and submit a demand for payment pursuant to the provisions of such Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit, and (b) the Paying Agent, of the amount of such deficiency and the date on which such payment is due.

In the event the Reserve Fund contains both a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit and cash and separate accounts have not been established in the Reserve Fund, the cash shall be drawn down completely prior to any draw on the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit. In the event more than one Reserve Fund Insurance Policy or Reserve Fund Letter of Credit is on deposit in the Reserve Fund, amounts required to be drawn thereon shall be done on a pro-rata basis. The Issuer agrees to pay all amounts owing in regard to any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit from the Pledged Funds. Pledged Funds shall be applied in accordance with this Section 16B(3), first, to reimburse the provider of the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit for amounts advanced under such instruments, second, replenish any cash deficiencies in the Reserve Fund, and third, to pay the issuer of the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit interest on amounts advanced under such instruments. This Resolution shall not be discharged or defeased while any obligations are owing in regard to a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit on deposit in the Reserve Fund.

Whenever the amount of cash in the Reserve Fund, together with the other amounts in the Bond Fund, are sufficient to fully pay all outstanding Bonds in accordance with their terms (including principal or applicable redemption price and interest thereon), the funds on deposit in the Reserve Fund may be transferred to the Accounts of the Bond Fund for the payment of the Bonds.

The foregoing notwithstanding, the Issuer may provide by supplemental resolution adopted prior to the issuance of series of Bonds that such Bonds will not be secured by the Reserve Fund or any Account therein, or the Issuer may also establish a separate account in the Reserve Fund for any series of Bonds and provide a pledge of such account to the payment of such series of Bonds apart from the pledge provided herein. To the extent a series of Bonds is secured separately by an account of the Reserve Fund, or is designated not to be secured by the Reserve Fund, the Holders of such Bonds shall not be secured by any other moneys in the Reserve Fund. Moneys in a separate account of the Reserve Fund shall be maintained at the Reserve Requirement applicable to such series of Bonds secured by the account; provided the supplemental resolution authorizing such series of Bonds may establish the Reserve Requirement relating to such separate account of the Reserve Fund at such level as the Issuer deems appropriate. Moneys shall be deposited in the separate accounts in the Reserve Fund on a pro-rata basis. In the event the Issuer shall maintain a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit and moneys in such account, the moneys shall be used prior to making any disbursements under such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit.

(4) Moneys in the Revenue Fund shall next be deposited to the Operation and Maintenance Reserve Account, to maintain an amount equal to one-quarter of the amount in the annual budget, as amended from time to time in accordance with Section 16N hereof, for Operation and Maintenance Expenses, or such other amount designated from time to time by the Issuer upon the recommendation of the Airport Consultant (the "Operation and Maintenance Reserve Requirement"). Moneys in the Operation and Maintenance Reserve Account shall be used only for the purpose of the payment of Operation and Maintenance

Expenses when the other moneys are insufficient therefor; provided, however, that if at any time moneys in the Revenue Fund are insufficient to make the deposits required to be made in paragraphs (1) through (3) above, moneys on deposit in the Operation and Maintenance Reserve Account shall be withdrawn therefrom and deposited by the Issuer in the Bond Fund or Reserve Fund, as applicable, to the extent of any deficiencies therein. Deficiencies in the Operation and Maintenance Reserve Account may, at the option of the Issuer, be restored over a period of sixty (60) equal monthly installments commencing in the first month of the Fiscal Year commencing after such withdrawal.

(5) Moneys in the Revenue Fund shall next be deposited to the Renewal and Replacement Fund in the amount recommended by the Airport Consultant. Such deposits shall continue to be made by the Issuer into the Renewal and Replacement Fund in order to build up and maintain on deposit therein such amount as may be recommended from time to time by the Airport Consultant and approved by the Finance Director. The moneys on deposit in the Renewal and Replacement Fund may be expended at any time and from time to time solely for the purpose of paying the cost of non-recurring maintenance, unanticipated, extraordinary or emergency repairs, renewals, extensions, improvements or additions to or the replacement of capital assets of the Airport Facilities or any part thereof. In the event moneys held in the Renewal and Replacement Fund are expended as permitted by this paragraph (5), such amount shall be replenished by the end of the sixth Fiscal Year following the Fiscal Year in which the amount was expended. Notwithstanding the other provisions of this paragraph (5), including extraordinary repairs; provided, however, that if at any time moneys in the Revenue Fund are insufficient to make the deposits required to be made in paragraphs (1) through (3) above, moneys on deposit in the Renewal and Replacement Fund shall be withdrawn therefrom and deposited by the Issuer in the Operation and Maintenance Fund, the Bond Fund or the Reserve Fund, as applicable, to the extent of any deficiencies therein.

(6) The Issuer shall next pay, from moneys in the Revenue Fund, but only if and to the extent available, to the Subordinate Securities Fund for the purpose of the payment of any obligations or indebtedness of the Issuer payable from the Pledged Funds junior and subordinate to the payments above required for the benefit of the Registered Owners of the Bonds, in the manner and upon such priority of payment as may be provided by resolution of the Issuer; provided, however, that the insufficiency of Pledged Funds to make any required payments under this paragraph (6) shall not constitute a default hereunder.

(7) The balance of any moneys remaining in the Revenue Fund after the above required applications and allocations have been made shall be held in the "Capital Fund" hereby created and established but outside the lien and pledge of this Resolution, and the monies therein may be used for any lawful Airport purpose of the Issuer.

C. INVESTMENT OF FUNDS AND ACCOUNTS. The Operation and Maintenance Fund, the Bond Fund, the Reserve Fund, the Operation and Maintenance Reserve Account, the Renewal and Replacement Fund and any other special funds or accounts herein established and created, shall constitute trust funds for the purposes provided herein for such

funds. All such funds shall be continuously secured in the manner required by the laws of the State of Florida. Moneys on deposit in any of such funds and accounts may be invested and reinvested in Authorized Investments.

Investments made with moneys in the Bond Fund (except the Bond Amortization Account), the Operation and Maintenance Reserve Account and the Renewal and Replacement Fund must mature not later than the date that such moneys will be needed or, in the case of the Reserve Fund, not later than final maturity of any Bonds then outstanding, or in the case of the Renewal and Replacement Fund, not later than five (5) years from the date of the investment. Investments made with moneys in the accounts in the Bond Amortization Account must mature no later than the stated date of maturity of the Term Bonds to be retired from the sub-accounts in the Bond Amortization Account from which the investment is made. Any and all income received by the Issuer in the Reserve Fund shall be retained therein to maintain the Reserve Requirement on deposit therein, and thereafter shall be deposited prior to completion of the Project in such funds or accounts created hereunder (other than the Capital Fund) as the Issuer may from time to time designate, and thereafter in the Bond Fund. Earnings on investments in the Bond Fund prior to completion of the Project shall be deposited in such funds or accounts as the Issuer may from time to time designate and, thereafter to the Revenue Fund. Any and all income received by the Issuer from all such investments except the Bond Fund and the Reserve Fund shall be deposited in the Revenue Fund, except that whenever the amount on deposit in the Renewal and Replacement Fund or in the Operation and Maintenance Fund shall be less than the amounts required under this Resolution to be on deposit therein such income shall be retained in the respective Fund.

D. RATES AND OTHER CHARGES. The Issuer will fix, establish, maintain and collect such rates, fees, rentals and other charges for the use and services of the Airport Facilities and revise the same from time to time whenever necessary, as will always provide Net Revenues, plus Available Revenues sufficient to pay one hundred twenty-five per centum (125%) of the current Annual Debt Service Requirement and as will always provide Airport Revenues, which, together with Available Revenues available for such purpose, sufficient to pay all reserve and other payments provided for in this Resolution and all other obligations and indebtedness payable out of the revenues of such Airport Facilities and that such rates, fees, rentals and other charges shall not be reduced so as to be insufficient to provide adequate Airport Revenues for such purposes. Failure to generate Net Revenues necessary, together with Available Revenues equal to the amount required in this Section 16D in any Fiscal Year shall not constitute an Event of Default under Section 16D if in the next Fiscal Year the Issuer takes all available measures to revise such rates, fees and other charges after consideration of recommendations of the Airport Consultant unless Net Revenues, together with Available Revenues are less than the amount required by this Section 16D as of the end of the second Fiscal Year following such failure.

E. NON-PLEDGED FUNDS. Other than Pledged Funds, all moneys, ad valorem taxes, or proceeds received by the Issuer with respect to the Airport Facilities may upon receipt thereof be used by the Issuer, at its discretion, for any lawful Airport purpose. Nothing

herein shall be deemed or construed to create in favor of the Bondholders any lien on any of such moneys nor prevent the Issuer from pledging hereafter any of such moneys for other purposes.

F. BOOKS AND RECORDS. The Issuer shall also keep books and records of the operation of the Airport Facilities, and such books and records shall be accounted for separate and apart from all other records and accounts of the Issuer. Any Bondholder shall have the right at all reasonable times to inspect all records, accounts and data of the Issuer relating thereto and to the Pledged Funds.

G. ANNUAL AUDITS. The Issuer shall, within 270 days after the close of each Fiscal Year, cause a proper audit of the financial statements based upon the books and records of the funds and accounts of the Issuer, including all of the funds and accounts relating to the Airport Facilities, to be completed by an independent certified public accountant of recognized standing and shall mail, upon request, and make generally available, the report of such audit to any Bondholder. Such audits shall include a certificate by the auditors disclosing any default on the part of the Issuer under this Resolution.

H. NO MORTGAGE OR SALE OF THE AIRPORT FACILITIES. (1) Except as provided herein, the Issuer irrevocably covenants not to sell, encumber or in any manner dispose of the Airport Facilities as a whole until all of the Bonds shall have been paid in full as to both principal and interest, or payment shall have been duly provided for under this Resolution.

(2) The Issuer shall have the right to enter into leases or management contracts for any portion of the Airport Facilities as it may deem necessary or convenient to its operation of the Airport, provided that the Airport Consultant shall have first certified in writing that such management contract or lease will not adversely affect the Net Revenues to be derived from the Airport Facilities to such an extent that the Issuer will fail to comply with the covenants contained herein, including specifically the rate covenant in Subsection D of this Section, within any of the next five (5) Fiscal Years.

(3) The Issuer may sell or dispose of any properties or parts of the Airport Facilities which the Airport Consultant shall certify in writing are not necessary for the continued operation of the Airport Facilities and that the sale or disposal of which will not adversely affect the Net Revenues to be derived from the Airport Facilities to such an extent that, after application of the proceeds of sale, the Issuer will fail to comply with the covenants contained herein, including specifically the rate covenant in Subsection D of this Section, within any of the next five (5) Fiscal Years.

(4) The proceeds derived from any sale or disposal of any properties or parts of the Airport Facilities as provided for in the above paragraphs (1) and (3) shall, in the discretion of the Issuer, be (i) used exclusively for the purpose of paying the cost of extensions, enlargements or additions to, or the replacement of capital assets of the Airport Facilities and for unusual or extraordinary repairs thereto, or for the construction or acquisition of additions, extensions and improvements to the Airport Facilities, or (ii) applied for the purchase or

retirement of the Bonds then outstanding. However, if the Airport Consultant certifies that proceeds are necessary for the purposes stated in clause (i) above, such proceeds shall be used solely for such purpose until such certified requirements are satisfied, and the proceeds shall not be used for any other purpose allowed by this Resolution.

(5) Any provision hereof to the contrary notwithstanding, the Issuer may, with the written consent of the applicable Municipal Insurer, if any, lease, convey or transfer the Airport Facilities to any public agency of the State of Florida, provided that such public agency shall assume in writing the obligations of the Issuer hereunder and the Issuer shall have filed with the City Clerk an opinion of nationally recognized Bond Counsel to the effect that such transaction will not adversely affect the exclusion of gross income of interest on the Bonds for purpose of Federal income taxation.

I. OPERATION AND MAINTENANCE OF AIRPORT FACILITIES. The Issuer will maintain or cause to be maintained the Airport Facilities and all parts thereof in good condition and will operate the same in an efficient and economical manner, making such expenditures for equipment and for renewals, repairs and replacements as may be proper for the economical operation and maintenance thereof.

J. COMPLIANCE WITH FEDERAL GRANT ASSURANCES. The Airport and City will at all times comply with the requirements of the Federal Grant Assurances.

K. INSURANCE. The Issuer will carry or cause to be carried adequate fire, windstorm and explosion insurance on all buildings and structures of the works and properties of the Airport Facilities which are subject to loss through fire, windstorm or explosion, will carry or cause to be carried adequate public liability insurance, and will otherwise carry or cause to be carried insurance of all kinds and in the amounts normally carried in the operation of similar facilities and properties in the State of Florida, including use and occupancy insurance; provided, that in lieu of insurance, the Issuer may establish a qualified plan of self-insurance in accordance with the laws of the State of Florida. Any such insurance shall be carried for the benefit of the Issuer and the Bondholders. All moneys received for losses under any of such insurance, except public liability, are hereby pledged by the Issuer as security for the Bonds until and unless such proceeds are used to remedy the loss or damage for which such proceeds are received, either by repairing the property damaged or replacing the property destroyed as soon as practicable.

L. APPLICATION OF CERTAIN SUBSIDY PAYMENTS. Cash subsidy or similar payments made by the U.S. Treasury or other federal or state governmental entity to or on behalf of the Issuer for payments with respect to Bonds shall be deposited upon receipt to the credit of the account in the Bond Fund from which the payment with respect to which such amount is received will be or has been paid.

M. ENFORCEMENT OF COLLECTIONS. The Issuer will diligently enforce and collect the fees, rentals, and other charges for the services and use of the Airport Facilities, will take all steps, actions and proceedings for the enforcement and collection of such fees, rentals

and other charges as shall become delinquent to the full extent permitted or authorized by law, and will maintain accurate records with respect thereof.

N. DEFAULTS AND REMEDIES. (1) It shall be an Event of Default under this Resolution if:

(i) the Issuer shall fail to deposit with the Paying Agent on the due date thereof sufficient funds to pay maturing principal and interest on the Bonds;

(ii) the Issuer shall fail to deposit into the Bond Amortization Account any Amortization Installment on the due date thereof;

(iii) the Issuer shall fail to call for redemption any Term Bonds subject to mandatory redemption, in accordance with the provisions of this Resolution;

(iv) the Issuer shall fail to deposit or pay within ten (10) days after the due date thereof any other required deposit or payment under this Resolution;

(v) the Issuer shall fail to comply with any other covenant made in this Resolution, which failure shall continue for more than thirty (30) days, or in the case of a failure which cannot be rectified within thirty (30) days, shall fail to diligently correct such failure;

(vi) there shall occur the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or the adjudication of the Issuer as a bankrupt, or the assignment by the Issuer for the benefit of its creditors, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization, instituted under the provisions of the Federal Bankruptcy Act, as amended, or any similar act in any jurisdiction which may now be in effect or hereinafter amended; or

(vii) an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or receivers of the Airport Facilities, or any part thereof or of the rents, fees, charges or other revenues therefrom, or if such order or decree, having been entered without the consent or acquiescence of the Issuer, shall not be vacated or discharged or stayed within ninety (90) days after the entry thereof.

(2) Any Bondholder (including the Municipal Insurer, if any) or any trustee acting for the Bondholders by petition of not less than 20% of such Bondholders, may, upon the occurrence of an Event of Default under this Resolution, either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State of Florida, or granted and contained herein, and may enforce and compel the

performance of all duties required herein or by any applicable statutes to be performed by the Issuer or by any officer thereof.

(3) Nothing herein, however, shall be construed to grant to any Bondholder any lien on the Airport Facilities or any real or personal tangible property of the Issuer.

O. OPERATING BUDGET. The Issuer shall annually prepare, approve, and adopt by resolution, a budget of the estimated expenditures for operation and maintenance of the Airport Facilities during such next succeeding Fiscal Year. No particular item of expenditure for the operation and maintenance of the Airport Facilities shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a finding and recommendation by the duly authorized officer in charge thereof, as described in the annual budget resolution adopted by the City Council each year. The aggregate expenditures for operation and maintenance of the Airport Facilities shall not be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by the duly authorized officer in charge thereof, which finding and recommendation shall state in detail the purpose of and necessity for such increased aggregate expenditures for the operation and maintenance of the Airport Facilities. On written request, the Issuer shall provide copies of such annual budgets and all resolutions authorizing increased aggregate expenditures for operation and maintenance to any nationally recognized rating service which publishes a rating on the Bonds and to any Bondholder.

P. ISSUANCE OF ADDITIONAL OBLIGATIONS. The Issuer will not issue any other obligations, except under the conditions and in the manner provided herein, payable from the Pledged Funds, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien of the Bonds and the interest thereon upon the Pledged Funds. Any other obligations issued by the Issuer, in addition to the Bonds or Additional Parity Bonds provided for in Subsection P below, payable from the Pledged Funds, shall contain an express statement that such obligations are junior and subordinate in all respects to the Bonds as to lien on, source and security for payment from the Pledged Funds.

Q. ADDITIONAL PARITY BONDS. The Issuer reserves the right to issue Additional Parity Bonds payable from and secured by a pledge of the Pledged Funds. Any such Additional Parity Bonds may be issued for the purpose of financing the acquisition and construction of extensions, additions and improvements to the Airport Facilities or for the purpose of refunding any obligations theretofore issued for such purposes or for completion of any Project, all in accordance with this Section.

(1) The Issuer may issue Additional Parity Bonds for the construction and acquisition of additions, extensions and improvements to the Airport Facilities ("Improvements") subject to the following conditions:

(a) There shall have been obtained and filed with the Issuer a certificate of the Finance Director:

(i) setting forth the amount of Net Revenues and Available Revenues received by the issuer for a period of any twelve (12) consecutive months out of the twenty-four (24) months immediately preceding the date of delivery of such Additional Parity Bonds with respect to which such certificate is made; and

(ii) stating that such Net Revenues, plus Available Revenues, during such period were at all times at least equal to 1.25 times the Annual Debt Service Requirement on the Bonds; and

(b) There shall have been obtained and filed with the Issuer a certificate of the Finance Director stating that (i) the Net Revenues, plus Available Revenues, for the period described in paragraph a(i) above were equal at least 1.30 times the Annual Debt Service Requirement on all Bonds then outstanding and for the proposed Additional Parity Bonds for each of the three Fiscal Years succeeding the dates on which the improvements to be financed with the Additional Parity Bonds proposed to be issued are expected to be completed, or (ii) there shall be filed with the Issuer a report of the Airport Consultant stating that the Projected Net Revenues, plus Available Revenues, as adjusted pursuant to paragraph (c) below, for each of the first five (5) Fiscal Years succeeding the date of issuance of the Additional Parity Bonds proposed to be issued or for each of the first three Fiscal Years succeeding the dates on which the improvements to be financed with the Additional Parity Bonds proposed to be issued are expected to be completed, whichever is later, will equal at least 1.25 times the Annual Debt Service Requirement on all Bonds then outstanding and for the proposed Additional Parity Bonds. In computing the Annual Debt Service Requirement, there may be excluded any amount of interest due which is capitalized, the funds for which will be on deposit, and interest income accruing thereon, in the Principal and Interest Account of the Bond Fund on the date of issuance of the Additional Parity Bonds.

(c) Upon recommendation of the Airport Consultant, the Net Revenues and Available Revenues projected pursuant to the previous subparagraph (b) may be adjusted for purposes of this Subsection as follows: (1) to reflect, for the period for which such Net Revenues and/or Available Revenues are being projected, any rate increases which shall have been promulgated subsequent to the date of commencement of such period and prior to the date of such certificate; (2) to reflect any increase in such Net Revenues and/or Available Revenues caused by any new Projects which shall have been placed into use and operation subsequent to the date of commencement of such period and prior to the date of such certificate; (3) to include the estimated average annual Net Revenues and/or Available Revenues to be derived during such period from the operation of the project to be acquired out of the proceeds of the Additional Parity Bonds with respect to which such certificate is made and (4) to include the estimated average annual Net Revenues and/or Available Revenues to be derived from the operation of any other Project under construction on the date of such certificate or completed but not placed into use and operation on the date of such certificate.

(d) Each resolution authorizing the issuance of Additional Parity Bonds will recite that all of the covenants contained in this Resolution will be applicable to such Additional Parity Bonds and shall set forth or provide for the designation of Amortization Installments applicable to such Additional Parity Bonds and whether such Additional Parity Bonds are to be secured by the Reserve Fund or a separate account therein and, if applicable, the Reserve Requirement with respect thereto.

(e) Except with respect to the issuance of refunding bonds, the Issuer shall not be in default in performing any of the covenants and obligations assumed under this Resolution, and all payments required by this Resolution to have been made into the accounts and funds, as provided hereunder, shall have been made to the full extent required.

(2) Additional Parity Bonds may be issued to refund the Bonds or any portion thereof if either (a) the Maximum Annual Debt Service Requirement following such refunding shall not be increased, (b) the aggregate of all Annual Debt Service Requirements following such refunding shall be lower than prior to such refunding, or (c) the Issuer shall comply with the conditions in paragraph (2)(a), (b) and (c) above.

(3) Additional Parity Bonds may be issued to complete a Project initially financed with Bonds without application of paragraph (1) hereof if the principal amount of such Additional Parity Bonds does not exceed 10% of the aggregate principal amount of the Bonds originally issued to finance such Project.

(4) In addition to Additional Parity Bonds permitted by (1), (2) (3) and (4) above, Additional Parity Bonds may be issued to construct capital improvements to the Airport Facilities if such obligations have a stated maturity of 365 calendar days or less (the "Short-Term Bonds"), provided, that (a) the Issuer complies with paragraph (1)(a) hereof, and (b) immediately after issuance of such Short-Term Bonds, the outstanding principal amount of such Short-Term Bonds will not exceed 10% of the Airport Revenues for the most recent Fiscal Year preceding the date of issuance of such Short-Term Bonds for which audited financial statements are available.

R. CONSULTING ENGINEERS AND AIRPORT CONSULTANT. The Issuer will retain a qualified and recognized firm of Consulting Engineers to perform engineering services related to the supervision of the acquisition and construction of a Project. After the completion thereof the Issuer shall retain such Consulting Engineers from time to time as necessary to comply with the requirements of this Resolution to inspect and to make reports of the Airport Facilities and the maintenance thereof. The term "Consulting Engineers" shall include architects wherever the context of this Resolution so requires. The Issuer will retain an Airport Consultant to perform consulting services related to the Airport development, operation and management during development of a Project and from time to time following completion of such Project as necessary to comply with the requirements of this Resolution.

S. NO COMPETING FACILITIES. To the extent permitted by law, the Issuer will not grant, cause, consent to or allow the granting of any franchise or permit to any person, firm, corporation, body, agency or instrumentality whatever, for the operation of any business or furnishing of any services similar in nature to those performed by the Issuer which in the opinion of the Airport Consultant would materially adversely affect the amount of the Airport Revenues to be received by the Issuer from the operation of its Airport Facilities. The Issuer will not acquire or construct any project, to be financed or paid for from funds other than the proceeds of Additional Parity Bonds, if in the opinion of the Airport Consultant the operation of such project will materially adversely affect the Issuer's receipt of the Airport Revenues.

T. NO FREE SERVICES. The Issuer will not render or cause to be rendered free services of any nature by the Airport Facilities; provided, however, that the Issuer may permit use of Airport Facilities without fee by the United States of America or by the State of Florida, provided, further that in such event the Issuer shall use its best efforts to negotiate and obtain from such governmental entities reasonable rates, rentals, fees and other charges. Except as aforesaid, in the event the Issuer or any other public body, agency, instrumentality or any department thereof, shall avail itself of and use the Airport Facilities or any part thereof, reasonable rates, rentals, fees or other charges shall be paid by such governmental agency. Such charges shall be paid as they accrue, and the income so received shall be deemed to be Airport Revenues. The Issuer shall require all lessees and licensees to observe and enforce the provisions of this subsection.

U. ISSUER TO COMPLY WITH ALL LEASE TERMS AND PROVISIONS. The Issuer shall make its best efforts to perform all acts and comply fully with all of the material terms and conditions required pursuant to the material terms of all leases to which the Issuer is a party and from which the Issuer derives Airport Revenues.

V. USE OF ADDITIONAL FUNDS FOR DEBT PAYMENT. Subject to the provisions of the Florida Constitution, nothing herein contained shall preclude the Issuer from using any legally available funds, in addition to the Pledged Funds herein provided, which may come into its possession, including but not limited to the proceeds of sale of any series of Bonds, contributions or grants, for the purpose of payment of principal of and interest on the Bonds, or the payment of Amortization Installments, if any, or the purchase or redemption of such Bonds in accordance with the provisions of this Resolution., However, nothing herein shall be deemed to require or obligate the Issuer to use or apply such other legally available funds for such purpose or to create any lien therein.

W. PASSENGER FACILITY CHARGES. The Issuer covenants that it will comply with all provisions of the PFC Act and the PFC Regulations applicable to the Issuer, and all provisions of the PFC Approvals and that it will not take any action or omit to take any action with respect to the PFC Revenues, the Airport Facilities, the Airport or otherwise if such action or omission would, pursuant to the PFC Act, the PFC Regulations or the PFC Approvals, cause the termination of the authority to impose Passenger Facility Charges or prevent the use of Available PFC Revenues as contemplated by this Resolution and the PFC Approvals. The Issuer

covenants that all PFC Revenues will be used in compliance with all provisions of the PFC Act, the PFC Regulations and the PFC Approvals applicable to the Issuer. Without limiting the generality of the foregoing, the Issuer covenants that the extent necessary to comply with the foregoing covenant:

(a) it (i) will impose the Passenger Facility Charges to the full extent authorized by the PFC Approvals, and (ii) it will not unilaterally decrease the level of the Passenger Facility Charges to be collected from any passenger;

(b) it will not impose any noise or access restriction at the Airport not in compliance with the Airport Noise and Capacity Act of 1990, Pub L 101-508, Title IX, Subtitle D;

(c) it will take all action reasonably necessary to cause all collecting air carriers to collect and promptly remit to the Issuer the Passenger Facility Charges with respect to the Airport Facilities required by the PFC Act, the PFC Regulations and the PFC Approvals to be so collected and remitted; and

(d) it will contest any attempt by the FAA to terminate or suspend the authority to impose, receive or use the Passenger Facility Charges prior to the charge expiration date as defined in the PFC Approvals or the date total approved Passenger Facility Charges have been collected.

X. AVAILABLE REVENUES.

(1) At any time and from time to time, the Issuer, without the consent of the Registered Owner of any Bond or any Credit Provider, may by or pursuant to a supplemental resolution, (1) specify the amount of Passenger Facility Charges that shall constitute Available PFC Revenues, the amount of Customer Facility Charges that constitute Available CFC Revenues or the amount of such other revenue source that shall constitute Available Revenues during such Fiscal Year, or (2) specifies Bonds that shall be secured by Available Revenues. More than one Series of Bonds may be secured by Available Revenues, and no consent from the Registered Owner of any Bond or any Credit Provider, shall be required as a condition to the issuance or incurrence of any Bonds that are secured by Available Revenues. Notwithstanding any other provision of this Resolution, the Issuer may amend (including reduce) the amount of Available Revenues specified pursuant to clause (1) above with respect to any Fiscal Year without the consent of the Registered Owner of any Bond or any Credit Provider; provided that the Issuer shall be in compliance with the terms of this Resolution and the supplemental resolution specifying the amount of Available Revenues that secure Bonds.

(2) Notwithstanding any other provision of this Resolution, (1) the Available Revenues shall secure on a *pari passu* basis, all Bonds, whenever issued, that are specified in the applicable supplemental resolution to be secured by Available Revenues.

SECTION 17. SPECIAL PURPOSE BONDS.

A. The construction or acquisition of Special Purpose Facilities is hereby authorized under and pursuant to the terms and conditions hereinafter set forth in this Section.

B. Before any Special Purpose Facilities shall be constructed or acquired by the Issuer with proceeds of Special Purpose Bonds, (i) there shall be filed with the Issuer a report of the Airport Consultant to the effect that (1) it is reasonably expected that the operation of such facilities will not result in a reduction of Net Revenues for the first complete Fiscal Year after completion of more that ten percent (10%) of Net Revenues for the preceding Fiscal Year, and (2) such facilities are not of a type or design that the subsequent closing thereof (with the functions thereof not provided by a substitute facility) will materially impair the general operations of the Airport, the Issuer, pursuant to this Section, shall adopt a resolution describing in reasonable detail sufficient for identification thereof, the Special Purpose Facilities to be constructed or acquired by the Issuer, authorizing the issuance of Special Purpose Bonds to finance the cost of construction or acquisition of such Special Purpose Facilities and prescribing the rights, duties, remedies and obligations of the Issuer and the owners, from time to time, of such Special Purpose Bonds.

C. The Special Purpose Bonds authorized by the resolution referred to above shall be revenue bonds payable solely from (i) the Subordinate Securities Fund, or (ii) sources other than the Pledged Funds. Special Purpose Bonds may be issued by the Issuer notwithstanding the limitations, restrictions and conditions contained in this Resolution relating to the issuance of Additional Parity Bonds or other obligations; provided, however, that no Special Purpose Bonds shall be payable from the Pledged Funds on a parity with the Bonds, and provided further that the Issuer shall not pay from the Pledged Funds operation and maintenance expenditures for such Special Purpose Facilities.

D. After such Special Purpose Bonds have been fully paid and retired, all rentals and other charges derived by the Issuer from any lease or leases relating to the Special Purpose Facilities constructed or acquired with the proceeds of such Special Purpose Bonds shall be deemed to be part of the Airport Revenues of the Issuer and shall be used and applied by the Issuer in the same manner as the Airport Revenues are herein required to be used and applied and all costs of operating and maintaining such Special Purpose Facilities not paid for by the lessee thereof shall be deemed to be Operation and Maintenance Expenses of the Issuer, and the Special Purpose Facilities shall thereafter be deemed to be part of the Airport Facilities.

SECTION 18. TAX COMPLIANCE. The Issuer shall not use the proceeds of the Bonds, or any series thereof in any manner which would cause the interest thereon not to be excludable from gross income for federal income tax purposes. The Issuer covenants that neither the Issuer nor any person under its control or direction will make any use of the proceeds of the Bonds or any series thereof in any manner which would cause such Bonds to be "arbitrage bonds" within the meaning of the Code and neither the Issuer nor any person under its control shall do any act or fail to do any act which would cause interest on the Bonds or any series thereof to be

subject to inclusion in gross income for federal income tax purposes. The Issuer covenants that it will comply with all provisions of the Code necessary to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code. The provisions of this Section 17 shall not apply to any Bonds which were issued as taxable Bonds.

SECTION 19. DEFEASANCE. If, at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal, interest, Amortization Installments and redemption premiums, if any, with respect to all or any part of the Bonds, then, and in that event, the pledge of and lien on the Pledged Funds, and all other covenants and pledges made in this Resolution in favor of the Bondholders of such Bonds shall no longer be in effect. For purposes of the preceding sentence, deposit of cash, Federal Securities or Prerefunded Obligations in irrevocable trust with a banking institution or trust company, for the sole benefit of the Bondholders, in respect to which such Federal Securities or Prerefunded Obligations, and the principal and interest received will be sufficient to make timely payment of the principal, interest, Amortization Installments and redemption premium, if any, on the outstanding Bonds, shall be considered "provision for payment" hereunder. Nothing herein shall be deemed to require the Issuer to call any of the outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

SECTION 20. MUNICIPAL INSURER. In the event one or more series of the Bonds are insured under or otherwise secured by a credit facility from a Municipal Insurer then with respect to such series of Bonds, the Municipal Insurer shall be deemed for purposes of this Resolution to be the Bondholders of the Bonds secured by such credit facility with respect to consents, modification or amendments, and remedies.

SECTION 21. MODIFICATION OR AMENDMENT. No material modification or amendment of this Resolution or of any resolution amendatory hereof or supplemental hereto may be made without the consent in writing of the owners of fifty one percent (51%) or more in principal amount of the Bonds outstanding on the effective date of such amendment affected by such amendment (which consent may be obtained upon the issuance of Bonds by inclusion of consent in the form of the Bonds); provided, however, that no modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon or in the amount of the principal obligation thereof or affecting the promise of the Issuer to pay the principal of, premium, if any, and interest on the Bonds as the same shall become due from the Pledged Funds or reduce the percentage of the Registered Owners of the Bonds required to consent to any material modification or amendment hereof, without the consent of the Registered Owners of all such Bonds. This Resolution may be modified or amended without the consent of the Registered Owners for any of the following:

(1) To add to the covenants and agreements of the Issuer in this Resolution, other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(2) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(3) To add to the events of default in this Resolution additional events of default and provide additional remedies with respect to such additional events of default or the events of default set forth in this Resolution;

(4) To authorize, in compliance with all applicable law, Bonds to be issued in the form of Bonds issued and held in book-entry form on the books of the Issuer, the Registrar, or any fiduciary appointed for that purpose by the Issuer and, in connection therewith, make such additional changes herein, not adverse to the rights of the Registered Owners of the Bonds, as are necessary or appropriate to accomplish or recognize such book-entry form Bonds and specify and determine the matters and things relative to the issuance of such book-entry, form Bonds as are appropriate or necessary;

(5) To confirm, as further assurance, any security interest, pledge or assignment under, and the subjection to any security interest, pledge or assignment created or to be created by, this Resolution of the Pledged Funds or of any other monies, securities or fund;

(6) To cure any ambiguity, supply an omission, or cure or correct any defect or inconsistent provision in this Resolution;

(7) To insert such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable and are not contrary to or inconsistent with this Resolution as theretofore in effect;

(8) To add additional security as part of the Pledged Funds subject to the lien of this Resolution;

(9) To authorize the issuance of Additional Parity Bonds of the Issuer, provided the Issuer has complied with the applicable provisions of this Resolution;

(10) To enable the Issuer to issue taxable Bonds; and

(11) To make any other modification or amendment of this Resolution which the Issuer shall in its sole discretion have determined will not have a material adverse effect on the interest of Bondholders.

SECTION 22. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the

remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

SECTION 23. REPEALING CLAUSE. Resolution No. 2025-21 adopted by the City Council on April 24, 2025 is hereby repealed. All other resolutions of the Issuer or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of page intentionally left blank]

SECTION 24. EFFECTIVE DATE. This Resolution shall become effective on the later to occur of (a) the fifth Business Day after adoption, unless otherwise provided by Section 4.03 of the City Charter of the City of Pensacola and (b) receipt of written consent to this amended and restated Resolution by the registered owners of the Outstanding Obligations.

Adopted: September ____, 2025

[SEAL]

Approved: _____
Council President

ATTEST:

_____
City Clerk

EXHIBIT "A"

(Form of Bonds)

No. R- $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF PENSACOLA
AIRPORT REVENUE BOND, SERIES ____

Rate of Interest	Maturity Date	Dated Date	CUSIP

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter called "Issuer"), for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount shown above, solely from the revenues hereinafter mentioned, and to pay solely from such revenues, interest on said sum from the date of this Bond or from the most recent interest payment date to which interest has been paid, at the Rate of Interest per annum set forth above until the payment of such principal sum, such interest being payable on _____, ____, and semiannually thereafter on the first day of _____ and _____ in each year. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof on the date fixed for maturity or redemption at the designated office of _____ in _____, _____ (the "Registrar" and "Paying Agent"), or at the office designated for such payment of any successor thereof. The interest on this Bond, when due and payable, shall be paid by check or draft mailed to the Registered Owner, at his address as it appears on the bond register of the Registrar, at the close of business on the Record Date or, in the case of payment after default, a special record date, except that the Registrar will, at the request of any Registered Owner of one million dollars ($1,000,000) or more in aggregate principal amount of Bonds, make payments of interest on such Bonds by wire transfer to the account designated by such Registered Owner to the Registrar in writing at least five (5) Business Days before the Record Date of such payments, as provided in the Resolution hereinafter mentioned. All amounts due hereunder shall be payable in any coin or currency of the United States which is at the time of payment legal tender for the payment of public or private debts.

This Bond is one of a duly authorized issue of Bonds of the Issuer designated "Airport Revenue Bonds, Series ____" in the aggregate principal amount of $_____, of like date, tenor and effect, except as to number, maturity, interest rate and redemption provisions, issued to [finance or refinance the cost of the Project], as defined in the Resolution hereinafter mentioned, pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Chapters 166 and 332, Florida Statutes, as amended, the Charter of the Issuer effective January 1, 2010, and other applicable provisions of law, and pursuant to Resolution No. _____, duly adopted by the Issuer on _____ ____, 20__, as amended and supplemented (hereinafter collectively called the "Resolution"), and is subject to all the terms and conditions of such Resolution, the provisions of which are incorporated herein by reference. All terms used herein in capitalized form and not otherwise defined shall have the definitions ascribed thereto pursuant to the Resolution.

This Bond and the issue of Bonds of which it is a part are limited obligations of the Issuer payable solely from and secured by a prior lien upon and pledge of the Pledged Funds in the manner and to the extent provided in the Resolution.

This Bond does not constitute a general obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State of Florida or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation. Neither the State of Florida nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form to pay the principal of the Bonds, the premium, if any, the interest thereon, or to make any of the required sinking fund, reserve or other payments or costs incident thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Funds, in the manner provided herein and in the Resolution. It is further agreed between the Issuer and the Registered Owner of this Bond that this Bond and the indebtedness evidenced hereby shall not constitute a lien on the Project or any other property of the Issuer, but shall constitute a lien only on the Pledged Funds, in the manner provided in the Resolution.

The Bonds maturing on or before _____ 1, ____ are not subject to redemption. The Bonds maturing on _____ 1, ____ and thereafter are subject to redemption prior to maturity at the option of the Issuer on and after _____ 1, ____, in whole at any time, and in part on any interest payment date, at the redemption prices set forth below expressed in percentages of the principal amount of Bonds to be redeemed plus accrued interest to the redemption date. In the event of any redemption of less than all outstanding Bonds, any maturity or maturities of Bonds to be redeemed shall be selected by the Registrar at the direction of the Issuer. If less than all of the Bonds of the same maturity are to be redeemed, the Registrar shall select the Bonds to be redeemed by lot in such manner as the Registrar may determine.

Redemption Dates (Both Dates Inclusive)	**Redemption Price**
_____ through _____	_____%
_____ through _____	_____%
_____ through _____	_____%
_____ and thereafter	

The Bonds maturing _____ 1, ____ and _____ 1, ____ ("Term Bonds") are subject to mandatory redemption from sinking fund payments prior to their respective maturity dates, at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, beginning on _____ 1 ____, and _____ 1, ____, respectively, and on each _____ 1 thereafter in the years and principal amounts set forth below:

Year	**Amount**	**Year**	**Amount**

[INSERT DESCRIPTION OF AUTHORIZED DENOMINATIONS] Notice of redemption identifying the Bonds or portions thereof to be redeemed will be given by the Registrar as provided in the Resolution. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time.

In and by the Resolution the Issuer has covenanted and agreed with the Registered Owners that it will fix, establish, maintain and collect such rates, fees, rentals and other charges for the use and services of the Airport Facilities and revise the same from time to time whenever necessary, as will always provide Net Revenues, plus Available Revenues sufficient to pay one hundred twenty-five per centum (125%) of the current Annual Debt Service Requirement and as will always provide Airport Revenues, plus Available Revenues sufficient to pay all reserve and other payments provided for in the Resolution and all other obligations and indebtedness payable out of the revenues of such Airport Facilities and that such rates, fees, rentals and other charges shall not be reduced so as to be insufficient to provide adequate Airport Revenues for such purposes. The Issuer has entered into certain other covenants and agreements respecting the Bonds, as to which reference is made to the Resolution.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds of this issue does not violate any constitutional or statutory limitations or provisions.

Subject to the provisions of the Resolution respecting registration, this Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities, being Chapter 678, Florida Statutes, as amended.

Subject to the limitations and upon payment of the charges provided in the Resolution, Bonds may be exchanged for a like aggregate Principal Amount of Bonds of the same maturity of other authorized denominations, and are transferable by the Registered Owner in person or by his attorney duly authorized in writing at the above-mentioned office of the Registrar.

The Issuer shall deem and treat the Registered Owner hereof as the absolute - Owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer shall not be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication endorsed hereon shall have been duly signed by the Registrar.

IN WITNESS WHEREOF, the City of Pensacola, Florida, has issued this Bond and has caused the same to be executed by the manual or facsimile signature of the Mayor and countersigned by the Finance Director and attested by the manual or facsimile signature of Its City Clerk, and its official seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, as of _____ 1, 20__.

CITY OF PENSACOLA, FLORIDA

(SEAL)

_____
Mayor

Attested:

Approved as to Substance:

_____
City Clerk

By:_____
Finance Director

Legal in Form and Valid as Drawn:

By:_____
City Attorney

CERTIFICATE OF AUTHENTICATION OF REGISTRAR

This Bond is one of the Issue of the within described Bonds. The Rate of Interest, Maturity Date, Registered Owner and Principal Amount shown above are correct in all respects and have been recorded, along with the applicable federal taxpayer identification number and the address of the Registered Owner, in the bond register maintained at the principal offices of the undersigned.

_____
Registrar

Date of Registration and Authentication:

_____

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____

_____

(the "Transferor"), hereby sells, assigns, and transfers unto _____

_____

_____ (Please insert name and Social Security or Federal Employer Identification number of assignee) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

(the "Transferee") as attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date:_____
Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or a trust company.

_____
NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UNIF GIF MIN ACT - _____ (Cust.)
TEN ENT	-	as tenants by the entireties	Custodian for _____ (Minor)
JT TEN	-	as joint tenants with right of survivor-ship and not as tenants in common	under Uniform Gifts to Minors of _____ (State)

Additional abbreviations may also be used though not in list above.

(Form of Capital Appreciation Bonds)

THE HEADINGS AND THE FIRST PARAGRAPH OF THE CAPITAL APPRECIATION BONDS SHALL READ AS FOLLOWS, AND THE REMAINDER OF SUCH FORM SHALL BE THE SAME AS FOR OTHER BONDS:

No. CA- $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF PENSACOLA
AIRPORT REVENUE BOND, SERIES ____

Annual Yield Approximate	Original Principal Amount	Maturity Date	CUSIP

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter called "Issuer"), for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount shown above, solely 'rom the revenues hereinafter mentioned. The Original Principal Amount identified above will accrete from the Date of Issue at the approximate Annual Yield identified above subject to the rounding of the Accreted Values), compounded as determined by the resolution hereinafter mentioned. The Accreted Value will be paid on the Maturity Date or upon earlier redemption) but only upon presentation and surrender of this Bond, provided that at maturity or upon earlier redemption hereof, the Accreted Values (per $_____ Maturity Amount) as set forth in the Table of Accreted Values on the reverse side of this Bond shall determine the total amount due (per $_____ Maturity Amount) to the Maturity Date or date of redemption. Principal of, premium, if any, and interest on this Bond are payable in any coin or currency of the United States which at the time of payment is legal tender for the payment of public or private debts. The Accreted value of this Bond shall be payable upon presentation and surrender hereof on the maturity Date or the date fixed for redemption at the corporate trust office of _____ in _____ (the "Registrar" and paying agent), or at the office designated for such payment of any successor thereof.

(See Form of ____ Bonds)

File #: 25-1103 City Council 9/11/2025

PUBLIC HEARING

SPONSOR: DC Reeves, Mayor

SUBJECT:

PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 2025-37 - APPROVING A PLAN OF FINANCE AND ISSUANCE OF BOND NOT TO EXCEED $150,000,000 IN AGGREGATE PAR AMOUNT OF DEBT IN ONE OR MORE SERIES FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986 TO FINANCE IMPROVEMENTS AT THE PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council hold a public hearing on September 11, 2025 regarding adoption of Resolution No. 2025-37 approving the issuance of Series 2025 Bonds to finance the 2025 Projects, pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986 to finance improvements at the Pensacola International Airport.

HEARING REQUIRED: Public 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 Tax Equity and Fiscal Responsibility Act (TEFRA) hearing is a mandatory component of the process for certain tax-exempt bonds, specifically private activity bonds. It ensures that the public has a chance to express their views on the proposed bond issue, including its location, nature, and the projects it will finance. This hearing is to provide the public with an opportunity to comment on the proposed bond issue prior to the issuance of certain private placement debt. This hearing is required by the Treasury Regulations to ensure transparency and public approval of the bonds.

The bonds will be issued in an amount not to exceed $150,000,000 and will be used to finance improvements at the Pensacola International Airport. These improvements will include but not be limited to a 5-gate expansion of the existing terminal, associated restrooms, pedestrian walkway, passenger boarding bridges, a central utility plant, an expansion to the ticketing area and the baggage handling system.

PRIOR ACTION:

October 10, 2024 - City Council approved Resolution No. 2024-72 approving that the City may use future bond proceeds to reimburse itself for costs of the project that were incurred prior to bond issuance.

April 21, 2025 - City Council approved Resolution No. 2025-21 amending and restating Resolution No. 59-88, the original airport master bond resolution.

FUNDING:

N/A

FINANCIAL IMPACT:

This public hearing is a next step towards the goal of issuing tax-exempt bonds to finance capital improvements at the airport in an amount not to exceed $150,000,000.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Matt Coughlin, Airport Director

ATTACHMENTS:

1. Resolution No. 2025-37

PRESENTATION: No

RESOLUTION NO. 2025-37

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA WITH RESPECT TO APPROVING A PLAN OF FINANCE AND ISSUANCE OF NOT TO EXCEED $150,000,000 IN AGGREGATE PAR AMOUNT OF DEBT IN ONE OR MORE SERIES, FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the City Council of the City of Pensacola, Florida (the "Issuer") desires to issue, and it is in the best interest of the Issuer to provide for a plan for finance of not to exceed $150,000,000 Airport Revenue Bonds, Series 2025 (AMT) (the "Series 2025 Bonds") for the purpose of (i) financing and refinancing of the expansion of the current facility, as well as renewal of the existing facility, as described on Exhibit "A" hereto (the "2025 Project"), (ii) make a deposit to the Reserve Fund, if required, and (iii) pay certain costs of issuance with respect to the Series 2025 Bonds.

WHEREAS, notice of a public hearing (the "Notice of Public Hearing") was published in the *Pensacola News Journal*, a newspaper of general circulation in Escambia County, Florida, on August 29, 2025 providing at least 7 days' notice of a public hearing on September 11, 2025 at 5:30 p.m., or as soon thereafter as possible, in the City Council Chambers regarding the issuance by the Issuer of the Series 2025 Bonds; and

WHEREAS, the affidavit of publication, a copy of which is attached hereto as Exhibit "B" and incorporated herein, contains the text of the Notice of Public Hearing which described the 2025 Project and informed the public of the location, time and nature of the public hearing and stated that members of the public would be given reasonable opportunity to express their views at the public hearing.

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

SECTION 1. AUTHORITY FOR THE RESOLUTION. This Resolution is adopted pursuant to Chapters 166 and 332, Florida Statutes, and the Charter of the City of Pensacola, Florida (the "Issuer"), and other applicable provisions of law (collectively, the "Act"), and the Master Resolution.

SECTION 2. APPROVAL OF THE SERIES 2025 BONDS. The Issuer hereby approves the issuance of Series 2025 Bonds to finance the 2025 Project, pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

SECTION 3. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 4. EFFECTIVE DATE. 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 Issuer.

Adopted: September ____, 2025

[SEAL]

Approved: _____
Council President

ATTEST:

_____
City Clerk

EXHIBIT "A"

DESCRIPTION OF 2025 PROJECT

The 2025 Project includes the expansion of the current facility, renewal of the existing facility, and other projects included in the Pensacola International Airport capital improvement program on file with the City, including but not limited to, the below projects:

A. Expansion

Baggage Handling System (BHS) Controls – As part of the expansion, there is a need to recontrol the BHS to add for the new lines of service.

Central Utility Plant – The provision of a Central Utility Plant (CUP) is anticipated to provide electrical, cooling and heating services for the new concourse and expanded security checkpoint.

Concourse – This project generally includes the construction of a 5-gate expansion of the existing terminal building at the Airport. The expansion will be located southwest of the existing terminal building in a new concourse. The concourse will be two levels with a passenger boarding level that includes the five (5) new gates, associated holdrooms, circulation areas, restrooms, and concessions. The ramp level will include a new bag make-up area and additional unfinished space for future use.

Expanded Security Checkpoint – The existing security checkpoint will be expanded/renovated. The expansion will occur over Airport's bag make-up area to provide two additional security lanes.

Passenger Boarding Bridges – A new passenger boarding bridge (PBB) will be provided for each of the five (5) gates in the new concourse.

Pedestrian Walkway – A new elevated pedestrian walkway connecting the existing terminal to the new concourse will be provided.

Restrooms – New public restroom facilities for both men and women will be provided within the footprint of the expansion.

Ticketing – Expansion of the ticketing area to allow for more Airline ticketing counters.

B. Renewal

Baggage Claim Carousels – Due to the increase in projected traffic, an upgrade to the existing baggage claim carousels to accommodate more bags will be considered.

Bathroom renovations, FF&E, and flooring – In order to create a uniform look between new and old, we will update the existing building to incorporate some of the design elements of the new building.

HVAC Replacement – The existing terminal building HVAC has exceeded its useful life and will need to be replaced, either through the replacement of existing rooftop units or the conversion to a central utility plant.

Passenger Boarding Bridges – The 10 existing PBB have reached the end of their useful life and will need to be refurnished or replaced.

Roof Replacement – The existing terminal building roof has reached the end of its useful life and will need to be replaced.

Vertical Circulation – Due to the increase in projected traffic, additional vertical circulation in terminal building will be considered.

C. Other

Air Traffic Control Tower – Renovation of the Airport's Air Traffic Control Tower will be considered.

Landside Circulation – Reconfiguration of the Airport's circulation road to accommodate increased traffic flow will be considered.

Landside Parking Lots - Due to the increase in projected traffic, the rehabilitation and/or construction of new parking lots will be considered.

Taxiways, Runways, and Aprons – Rehabilitation of Runway 8-26 and Taxiway A South and Reconfiguration of Taxiway A7.

EXHIBIT "B"

AFFIDAVIT OF PUBLICATION

File #: 25-1104 City Council 9/11/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2025-37 - ISSUANCE OF BOND NOT TO EXCEED $150,000,000 IN AGGREGATE PAR AMOUNT OF DEBT IN ONE OR MORE SERIES FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986 TO FINANCE IMPROVEMENTS AT THE PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council adopt Resolution No. 2025-37:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA WITH RESPECT TO APPROVING A PLAN OF FINANCE AND ISSUANCE OF NOT TO EXCEED $150,000,000 IN AGGREGATE PAR AMOUNT OF DEBT IN ONE OR MORE SERIES, FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

HEARING REQUIRED: Public 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 Tax Equity and Fiscal Responsibility Act (TEFRA) hearing is a mandatory component of the process for certain tax-exempt bonds, specifically private activity bonds. It ensures that the public has a chance to express their views on the proposed bond issue, including its location, nature, and the projects it will finance. This hearing is to provide the public with an opportunity to comment on the proposed bond issue prior to the issuance of certain private placement debt. This hearing is required by the Treasury Regulations to ensure transparency and public approval of the bonds.

The bonds will be issued in an amount not to exceed $150,000,000 and will be used to finance improvements at the Pensacola International Airport. The 2025 Projects include the expansion of the current facility as well as a renewal of the existing facility, including but not limited to, the

below projects:

(A) Expansion

- Expanded Security Checkpoint – The existing security checkpoint will be expanded/renovated. The expansion will occur over Airport's bag make-up area to provide two additional security lanes for a total of seven (7). The expanded checkpoint will also include expanded queueing. Construction of the expanded checkpoint will require lowering the roof over the existing bag make-up area ensure that the floor of the expansion is at the same level as the existing facility;
- Restrooms – New public restroom facilities for both men and women will be provided within the footprint of the expansion. One new set of restrooms will be provided on the new concourse and an additional two new sets of restrooms will be provided within the footprint of the expanded security checkpoint. One set of the restrooms in the checkpoint area will be for landside access while the other is for airside access;
- Pedestrian Walkway – A new elevated pedestrian walkway connecting the existing terminal to the new concourse will be provided. The walkway will be located on the airside along the face of the existing terminal building and will include glass windows so that passengers can view the airfield during their journey from security to their gate;
- Concourse – This project generally includes the construction of a 5-gate expansion of the existing terminal building at the airport. The expansion will be located southwest of the existing terminal building in a new concourse. This concourse will be two levels with a passenger boarding level that includes five (5) new gates, associated holdrooms, circulation areas, restrooms, and concessions. The ramp level will include a new bag make-up area and additional unfinished space for future use;
- Passenger Boarding Bridges – A new passenger boarding bridge (PBB) will be provided for each of the five (5) gates in the new concourse. Included with the bridges are infrastructure to provide all terminal-based aircraft with air conditioning, heating, and electrical power;
- Central Utility Plant – The provision of a Central Utility Plant (CUP) is anticipated to provide electrical, cooling and heating services for the new concourse and expanded security checkpoint. The planned location of the CUP is at the southern end of the new concourse;
- Ticketing – Expansion of the ticketing area to allow for more airline ticketing counters. It will include the repurposing of the use of the existing area to create some additional ticket counter space; and
- Baggage Handling System (BHS) Controls – As part of the expansion there is a need to recontrol the BHS to add for the new lines of service.

(B) Renewal

- Central Utility Plant – The existing HVAC system has exceeded its useful life and needs to be replaced, it will be converted to the CUP system;
- Roof Replacement – The existing roof needs replacement;
- Bathroom renovations, FF&E, and flooring – In order to create a uniform look between

new and old, we will update the existing building to incorporate some of the design elements of the new building;
- Passenger Boarding Bridges – The 10 existing PBBs have reached the end of their useful life and will be replaced or refurbished;
- Baggage Claim Carousels – Due to the increase in projected traffic, the existing baggage claim carousels will be upgraded to accommodate more bags; and
- Vertical Circulation – Due to the increase in project traffic, additional vertical circulation in terminal building will be added.

PRIOR ACTION:

October 10, 2024 - City Council approved Resolution No. 2024-72 approving that the City may use future bond proceeds to reimburse itself for costs of the project that were incurred prior to bond issuance.

April 21, 2025 - City Council approved Resolution No. 2025-21 amending and restating Resolution No. 59-88, the original airport master bond resolution.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of this resolution following a public hearing is the next step towards the goal of issuing tax-exempt bonds to finance capital improvements at the airport in an amount not to exceed $150,000,000.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

5/30/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Matt Coughlin, Airport Director

ATTACHMENTS:

1. Resolution No. 2025-37

PRESENTATION: No

RESOLUTION NO. 2025-37

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA WITH RESPECT TO APPROVING A PLAN OF FINANCE AND ISSUANCE OF NOT TO EXCEED $150,000,000 IN AGGREGATE PAR AMOUNT OF DEBT IN ONE OR MORE SERIES, FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the City Council of the City of Pensacola, Florida (the "Issuer") desires to issue, and it is in the best interest of the Issuer to provide for a plan for finance of not to exceed $150,000,000 Airport Revenue Bonds, Series 2025 (AMT) (the "Series 2025 Bonds") for the purpose of (i) financing and refinancing of the expansion of the current facility, as well as renewal of the existing facility, as described on Exhibit "A" hereto (the "2025 Project"), (ii) make a deposit to the Reserve Fund, if required, and (iii) pay certain costs of issuance with respect to the Series 2025 Bonds.

WHEREAS, notice of a public hearing (the "Notice of Public Hearing") was published in the *Pensacola News Journal*, a newspaper of general circulation in Escambia County, Florida, on August 29, 2025 providing at least 7 days' notice of a public hearing on September 11, 2025 at 5:30 p.m., or as soon thereafter as possible, in the City Council Chambers regarding the issuance by the Issuer of the Series 2025 Bonds; and

WHEREAS, the affidavit of publication, a copy of which is attached hereto as Exhibit "B" and incorporated herein, contains the text of the Notice of Public Hearing which described the 2025 Project and informed the public of the location, time and nature of the public hearing and stated that members of the public would be given reasonable opportunity to express their views at the public hearing.

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

SECTION 1. AUTHORITY FOR THE RESOLUTION. This Resolution is adopted pursuant to Chapters 166 and 332, Florida Statutes, and the Charter of the City of Pensacola, Florida (the "Issuer"), and other applicable provisions of law (collectively, the "Act"), and the Master Resolution.

SECTION 2. APPROVAL OF THE SERIES 2025 BONDS. The Issuer hereby approves the issuance of Series 2025 Bonds to finance the 2025 Project, pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

SECTION 3. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 4. EFFECTIVE DATE. 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 Issuer.

Adopted: September ____, 2025

[SEAL]

Approved: _____
Council President

ATTEST:

_____
City Clerk

EXHIBIT "A"

DESCRIPTION OF 2025 PROJECT

The 2025 Project includes the expansion of the current facility, renewal of the existing facility, and other projects included in the Pensacola International Airport capital improvement program on file with the City, including but not limited to, the below projects:

A. Expansion

Baggage Handling System (BHS) Controls – As part of the expansion, there is a need to recontrol the BHS to add for the new lines of service.

Central Utility Plant – The provision of a Central Utility Plant (CUP) is anticipated to provide electrical, cooling and heating services for the new concourse and expanded security checkpoint.

Concourse – This project generally includes the construction of a 5-gate expansion of the existing terminal building at the Airport. The expansion will be located southwest of the existing terminal building in a new concourse. The concourse will be two levels with a passenger boarding level that includes the five (5) new gates, associated holdrooms, circulation areas, restrooms, and concessions. The ramp level will include a new bag make-up area and additional unfinished space for future use.

Expanded Security Checkpoint – The existing security checkpoint will be expanded/renovated. The expansion will occur over Airport's bag make-up area to provide two additional security lanes.

Passenger Boarding Bridges – A new passenger boarding bridge (PBB) will be provided for each of the five (5) gates in the new concourse.

Pedestrian Walkway – A new elevated pedestrian walkway connecting the existing terminal to the new concourse will be provided.

Restrooms – New public restroom facilities for both men and women will be provided within the footprint of the expansion.

Ticketing – Expansion of the ticketing area to allow for more Airline ticketing counters.

B. Renewal

Baggage Claim Carousels – Due to the increase in projected traffic, an upgrade to the existing baggage claim carousels to accommodate more bags will be considered.

Bathroom renovations, FF&E, and flooring – In order to create a uniform look between new and old, we will update the existing building to incorporate some of the design elements of the new building.

HVAC Replacement – The existing terminal building HVAC has exceeded its useful life and will need to be replaced, either through the replacement of existing rooftop units or the conversion to a central utility plant.

Passenger Boarding Bridges – The 10 existing PBB have reached the end of their useful life and will need to be refurnished or replaced.

Roof Replacement – The existing terminal building roof has reached the end of its useful life and will need to be replaced.

Vertical Circulation – Due to the increase in projected traffic, additional vertical circulation in terminal building will be considered.

C. Other

Air Traffic Control Tower – Renovation of the Airport's Air Traffic Control Tower will be considered.

Landside Circulation – Reconfiguration of the Airport's circulation road to accommodate increased traffic flow will be considered.

Landside Parking Lots - Due to the increase in projected traffic, the rehabilitation and/or construction of new parking lots will be considered.

Taxiways, Runways, and Aprons – Rehabilitation of Runway 8-26 and Taxiway A South and Reconfiguration of Taxiway A7.

EXHIBIT "B"

AFFIDAVIT OF PUBLICATION

File #: 25-1110 City Council 9/11/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL RESOLUTION NO. 2025-56 - AUTHORIZING THE ISSUANCE OF UP TO $150,000,000 IN BONDS TO FINANCE CERTAIN CAPITAL IMPROVEMENTS AT PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council adopt Resolution No. 2025-56.

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF PENSACOLA, FLORIDA OF AIRPORT REVENUE BONDS, SERIES 2025 (AMT), IN THE PRINCIPAL AMOUNT NOT TO EXCEED $150,000,000 TO FINANCE CERTAIN CAPITAL IMPROVEMENTS AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING FOR THE PAYMENT THEREOF; ESTABLISHING CRITERIA FOR DETERMINING THE DATE, INTEREST RATES, INTEREST PAYMENT DATES, PROVISIONS FOR REDEMPTION AND MATURITY SCHEDULES FOR THE SERIES 2025 BONDS; APPROVING THE DELEGATION TO THE MAYOR TO AWARD THE SALE OF THE SERIES 2025 BONDS ON A NEGOTIATED BASIS AND APPROVING THE CONDITIONS AND CRITERIA OF SUCH SALE; DELEGATING TO THE MAYOR THE AUTHORITY TO APPROVE THE FORM OF AND EXECUTE ON BEHALF OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SALE OF THE SERIES 2025 BONDS; APPROVING THE FORM OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE MAYOR TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15C2-12; AUTHORIZING THE MAYOR TO APPROVE AND EXECUTE A FINAL OFFICIAL STATEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE; APPOINTING A PAYING AGENT AND REGISTRAR; AUTHORIZING THE USE OF A MUNICIPAL BOND INSURANCE POLICY; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH SERIES 2025 BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: Public Hearing Required

SUMMARY:

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

Approval of this resolution authorizes the issuance of not to exceed $150,000,000 to finance certain capital improvements at Pensacola International Airport. The 2025 Projects include the expansion of the current facility as well as a renewal of the existing facility, including but not limited to, the below projects:

(A) Expansion

- Expanded Security Checkpoint – The existing security checkpoint will be expanded/renovated. The expansion will occur over Airport's bag make-up area to provide two additional security lanes for a total of seven (7). The expanded checkpoint will also include expanded queueing. Construction of the expanded checkpoint will require lowering the roof over the existing bag make-up area ensure that the floor of the expansion is at the same level as the existing facility;
- Restrooms – New public restroom facilities for both men and women will be provided within the footprint of the expansion. One new set of restrooms will be provided on the new concourse and an additional two new sets of restrooms will be provided within the footprint of the expanded security checkpoint. One set of the restrooms in the checkpoint area will be for landside access while the other is for airside access;
- Pedestrian Walkway – A new elevated pedestrian walkway connecting the existing terminal to the new concourse will be provided. The walkway will be located on the airside along the face of the existing terminal building and will include glass windows so that passengers can view the airfield during their journey from security to their gate;
- Concourse – This project generally includes the construction of a 5-gate expansion of the existing terminal building at the airport. The expansion will be located southwest of the existing terminal building in a new concourse. This concourse will be two levels with a passenger boarding level that includes five (5) new gates, associated holdrooms, circulation areas, restrooms, and concessions. The ramp level will include a new bag make-up area and additional unfinished space for future use;
- Passenger Boarding Bridges – A new passenger boarding bridge (PBB) will be provided for each of the five (5) gates in the new concourse. Included with the bridges are infrastructure to provide all terminal-based aircraft with air conditioning, heating, and electrical power;
- Central Utility Plant – The provision of a Central Utility Plant (CUP) is anticipated to provide electrical, cooling and heating services for the new concourse and expanded security checkpoint. The planned location of the CUP is at the southern end of the new concourse;
- Ticketing – Expansion of the ticketing area to allow for more airline ticketing counters. It will include the repurposing of the use of the existing area to create some additional ticket counter space; and
- Baggage Handling System (BHS) Controls – As part of the expansion there is a need to

recontrol the BHS to add for the new lines of service.

(B) Renewal

- Central Utility Plant – The existing HVAC system has exceeded its useful life and needs to be replaced, it will be converted to the CUP system;
- Roof Replacement – The existing roof needs replacement;
- Bathroom renovations, FF&E, and flooring – In order to create a uniform look between new and old, we will update the existing building to incorporate some of the design elements of the new building;
- Passenger Boarding Bridges – The 10 existing PBBs have reached the end of their useful life and will be replaced or refurbished;
- Baggage Claim Carousels – Due to the increase in projected traffic, the existing baggage claim carousels will be upgraded to accommodate more bags; and
- Vertical Circulation – Due to the increase in project traffic, additional vertical circulation in terminal building will be added.

PRIOR ACTION:

September 22, 1988 - Council adopted Resolution No. 59-88 amending and restating Resolution 51-88 authorizing the issuance of airport revenue bonds.

July 17, 2008 - City Council adopted Resolution 17-08 amending the 1988 Bond Master Resolution

August 23, 1990 - Council adopted Resolution No. 41-90 amending 1988 Bond Master Resolution

October 10, 2024 - City Council approved Resolution No. 2024-72 approving that the City may use future bond proceeds to reimburse itself for costs of the project that were incurred prior to bond issuance.

April 21, 2025 - City Council approved Resolution No. 2025-21 amending and restating Resolution No. 59-88, the original airport master bond resolution.

September 11, 2025 - City Council held a public hearing and adopted Resolution No. 2025-37 that approved the plan of financing for the airport bonds.

September 11, 2025 - City Council rescinded Resolution 2025-21 and approved Resolution 2025-53 amending and restating the airport master bond resolution.

FUNDING:

This action will authorize the City to authorize up to $150,000,000 to finance improvements at Pensacola International Airport.

FINANCIAL IMPACT:

The draft financing schedule is attached. The current annual debt service payments are expected to be between $7,000,000 and $8,000,000 that will be paid exclusively from airport revenues.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Matt Coughlin, Airport Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-56
2. Preliminary Numbers -Pensacola Airport 2025 GARBs 8.5.25 FYE - DRAFT

PRESENTATION: No

SUPPLEMENTAL RESOLUTION NO. 2025-56

OF THE

CITY OF PENSACOLA, FLORIDA

ADOPTED SEPTEMBER ____, 2025

RELATING TO:

NOT EXCEEDING
$150,000,000
CITY OF PENSACOLA, FLORIDA
AIRPORT REVENUE BONDS, SERIES 2025 (AMT)

TABLE OF CONTENTS

		Page
SECTION 1.	AUTHORITY FOR THE RESOLUTION.	2
SECTION 2.	DEFINITIONS.	2
SECTION 3.	FINDINGS.	4
SECTION 4.	AUTHORIZATION OF SERIES 2025 BONDSAND AUTHORIZATION OF THE PROJECT.	5
SECTION 5.	RESOLUTION TO CONSTITUTE CONTRACT.	5
SECTION 6.	ISSUANCE OF THE SERIES 2025 BONDS.	5
SECTION 7.	RESERVE FUND.	6
SECTION 8.	FORM OF SERIES 2025 BONDS.	6
SECTION 9.	BOOK-ENTRY ONLY SYSTEM.	6
SECTION 10.	APPLICATION OF PROVISIONS OF THE ORIGINAL RESOLUTION.	8
SECTION 11.	APPLICATION OF PROCEEDS OF SERIES 2025 BONDS.	9
SECTION 12.	DELEGATION OF APPROVAL OF BOND PURCHASE AGREEMENT.	10
SECTION 13.	DELEGATION OF AUTHORITY WITH RESPECT TO OFFICIAL STATEMENT.	10
SECTION 14.	DELEGATION AND APPROVAL OF CONTINUING DISCLOSURE CERTIFICATE	11
SECTION 15.	APPROVAL OF PAYING AGENT AND REGISTRAR.	11
SECTION 16.	MUNICIPAL BOND INSURANCE.	11
SECTION 17.	RESERVE FUND INSURANCE POLICY.	12
SECTION 18.	AUTHORIZATION OF ALL NECESSARY ACTION; NO PERSONAL LIABILITY.	12
SECTION 19.	SEVERABILITY OF INVALID PROVISIONS.	13
SECTION 20.	REPEALING CLAUSE.	13
SECTON 21.	EFFECTIVE DATE.	14
EXHIBIT A	FORM OF SERIES 2025 BONDS	1
EXHIBIT B	FORM OF BOND PURCHASE AGREEMENT	1
EXHIBIT C	FORM OF PRELIMINARY OFFICIAL STATEMENT	1
EXHIBIT D	FORM OF CONTINUING DISCLOSURE CERTIFICATE	2
EXHIBIT E	DESCRIPTION OF 2025 PROJECT	1

RESOLUTION NO. 2025-56

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF PENSACOLA, FLORIDA OF AIRPORT REVENUE BONDS, SERIES 2025 (AMT), IN THE PRINCIPAL AMOUNT NOT TO EXCEED $150,000,000 TO FINANCE CERTAIN CAPITAL IMPROVEMENTS AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING FOR THE PAYMENT THEREOF; ESTABLISHING CRITERIA FOR DETERMINING THE DATE, INTEREST RATES, INTEREST PAYMENT DATES, PROVISIONS FOR REDEMPTION AND MATURITY SCHEDULES FOR THE SERIES 2025 BONDS; APPROVING THE DELEGATION TO THE MAYOR TO AWARD THE SALE OF THE SERIES 2025 BONDS ON A NEGOTIATED BASIS AND APPROVING THE CONDITIONS AND CRITERIA OF SUCH SALE; DELEGATING TO THE MAYOR THE AUTHORITY TO APPROVE THE FORM OF AND EXECUTE ON BEHALF OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SALE OF THE SERIES 2025 BONDS; APPROVING THE FORM OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE MAYOR TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15C2-12; AUTHORIZING THE MAYOR TO APPROVE AND EXECUTE A FINAL OFFICIAL STATEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE; APPOINTING A PAYING AGENT AND REGISTRAR; AUTHORIZING THE USE OF A MUNICIPAL BOND INSURANCE POLICY; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH SERIES 2025 BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola, Florida (the "Issuer") adopted Resolution No. 2025-53 on September 11, 2025 (the "Master Resolution"), which amended and restated Resolution No. 59-88, authorizing the issuance of airport revenue bonds therein described in one or more series to pay the cost of capital improvements to the airport of the Issuer and to pay the cost of refunding certain outstanding obligations; and

WHEREAS, the Issuer desires to authorize and provide for the issuance of a Series of Additional Bonds under the Master Resolution in the form of the Series 2025 Bonds (as defined herein) to, among other things, (a) finance a portion of the costs of the 2025 Project (as defined herein), (b) make a deposit to the Reserve Fund, if required, and (c) pay certain costs of issuance with respect to the Series 2025 Bonds herein authorized; and

WHEREAS, the Underwriters have indicated a desire to offer to purchase the Series 2025 Bonds and the Issuer desires to delegate to the Mayor the power and authority to approve the form of and to execute and deliver the Bond Purchase Agreement; and

WHEREAS, the Issuer further desires to approve the form of the Preliminary Official Statement and its use by the Underwriters in connection with the marketing and sale of the Series 2025 Bonds and to delegate to the Mayor the power and authority to (a) deem final the Preliminary Official Statement for the purposes of Rule 15c2-12, and (b) approve the preparation and delivery to the Underwriters of a final Official Statement with respect to the Series 2025 Bonds; and

WHEREAS, the Issuer further desires to approve the form of, and the execution and delivery of, the Continuing Disclosure Certificate for purposes of enabling the Underwriters to comply with the requirements of Rule 15c2-12; and

WHEREAS, the Issuer further desires to delegate to the Mayor the power and authority to take such further actions and to execute and deliver any further documents, certificates, agreements and instruments with respect to the Series 2025 Bonds.

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

SECTION 1. AUTHORITY FOR THE RESOLUTION.

This Resolution is adopted pursuant to Chapters 166 and 332, Florida Statutes, and the Charter of the City of Pensacola, Florida (the "Issuer"), and other applicable provisions of law (collectively, the "Act"), and the Master Resolution. This Resolution shall be deemed a supplement to the Master Resolution (and as supplemented hereby, the "Resolution").

SECTION 2. DEFINITIONS.

All terms defined in the Master Resolution shall have the same meaning herein, unless the text otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. The following terms shall have the following meanings herein:

"Bond Purchase Agreement" means the Bond Purchase Agreement to be entered into between the Issuer and the Underwriters with respect to the Series 2025 Bonds in substantially the form attached hereto as Exhibit "B."

"City Administrator" means the City Administrator of the Issuer, or any acting or interim City Administrator, or his or her designee.

"City Attorney" means the City Attorney of the Issuer, or his or her designee.

"City Clerk" means the Clerk of the Issuer, any acting, deputy, or assistant Clerk, or his or her designee.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate to be entered into between the Issuer and Digital Assurance Certification, L.L.C. with respect to the Series 2025 Bonds in substantially the form attached hereto as Exhibit "D."

"Finance Director" means the Finance Director of the Issuer, or his or her designee.

"Mayor" means the Mayor of the Issuer or the City Administrator or Finance Director on behalf of the Mayor.

"Parity Obligations" shall mean the remaining outstanding Series 2015 Note, the Series 2017 Note, the Series 2018 Note, and any Additional Parity Bonds hereafter issued in accordance with the Master Resolution.

"Paying Agent" shall mean U.S. Bank Trust Company, National Association, or its successors and assigns.

"Preliminary Official Statement" means the Preliminary Official Statement prepared by the Issuer to be used by the Underwriters in connection with the marketing and sale of the Series 2025 Bonds in substantially the form attached hereto as Exhibit "C."

"Registrar" shall mean U.S. Bank Trust Company, National Association, or its successors and assigns.

"Rule 15c2-12" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and as Rule 15c2-12 may be amended from time to time.

"Series 2015 Note" shall mean the Issuer's Airport Refunding Revenue Note, Series 2015, issued in the original principal amount of $12,465,000, dated as of October 16, 2015, authorized pursuant to Resolution No. 54-15 duly adopted on October 8, 2015.

"Series 2017 Note" shall mean the Issuer's Airport Refunding Revenue Note, Series 2017, issued in the original principal amount of $6,300,000, dated as of September 20, 2017, authorized pursuant to Resolution No. 17-48 duly adopted on September 14, 2017.

"Series 2018 Note" shall mean the Airport Refunding Revenue Note, Series 2018, in the original principal amount of $29,678,000, dated as of July 18, 2018, authorized pursuant to Resolution No. 18-20 duly adopted on June 14, 2018.

"Series 2025 Bonds" shall mean the Issuer's Airport Revenue Bonds, Series 2025 (AMT) authorized to be issued pursuant to the Master Resolution and this Resolution in the maximum principal amount set forth herein.

"2025 Construction Fund" shall mean the Construction Fund created pursuant to Section 10.A.(4) hereof.

"2025 Project" shall mean financing the costs of capital improvements to the Airport Facilities, including, among other things, the construction, modernization and expansion of the terminal building at the Airport, as further described on Exhibit "E."

"Underwriters" shall mean collectively, BofA Securities, Inc., as senior manager, together with Raymond James & Associates, Inc. and PNC Capital Markets LLC, the co-managers.

SECTION 3. FINDINGS.

It is hereby ascertained, determined and declared that:

A. This Resolution is supplemental to the Master Resolution.

B. The Issuer now owns, operates and maintains the Airport Facilities and derives Airport Revenues from fees, rates, rentals and other charges made and collected therefrom.

C. The Pledged Funds are not pledged or encumbered in any manner, except for payment of the Parity Obligations and to the payment of the Series 2025 Bonds.

D. Section 16(Q) of the Master Resolution provides for the issuance of Additional Parity Bonds under the terms, limitations and conditions provided therein.

E. The Issuer has complied or will comply prior to delivery of the Series 2025 Bonds, with all the terms, conditions and restrictions contained in the Master Resolution. The Issuer is therefore legally entitled to issue the Series 2025 Bonds as "Additional Parity Bonds" within the authorization contained in the Master Resolution.

F. The Series 2025 Bonds herein authorized shall be on a parity and rank equally, as to lien on and source and security for payment from the Pledged Funds and in all other respects, with the Parity Obligations.

G. The costs associated with the financing of the 2025 Project shall be deemed to include legal expenses, fiscal expenses, expenses for estimates of costs and of revenues, accounting expenses, paying agent and registrar's fees, consultant's fees and expenses and such other expenses as may be necessary or incidental for the financing herein authorized.

I. The estimated Pledged Funds will be sufficient to pay all of the principal of and interest on the Series 2025 Bonds herein authorized and to pay all of the principal of and interest on the Parity Obligations, as the same become due, and to make all other payments required by the Master Resolution and this Resolution or otherwise required to be paid therefrom.

J. The Series 2025 Bonds and the interest thereon shall be payable solely from the Pledged Funds and shall not constitute a general or moral debt liability or obligation, or a pledge

of the faith, credit or taxing power of the Issuer, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation. The principal of and interest on the Series 2025 Bonds and all required sinking fund, reserve and other required payments shall not constitute a lien upon any Airport Facilities or any part thereof or any property of the Issuer, but shall be payable solely from and secured solely by the Pledged Funds, to the extent and in the manner provided herein and as provided for in the Master Resolution. Neither the State of Florida nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the territory of the Issuer to pay the principal of the Series 2025 Bonds, the premium, if any, or the interest thereon or other costs incident thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Funds, on a parity with the Parity Obligations, all in the manner provided herein and in the Master Resolution.

SECTION 4. AUTHORIZATION OF SERIES 2025 BONDSAND AUTHORIZATION OF THE PROJECT.

(a) Subject and pursuant to the provisions hereof, an obligation of the Issuer to be known as the "Airport Revenue Bonds, Series 2025 (AMT)" is authorized to be issued in a principal amount not to exceed $150,000,000 for the purpose of (a) financing the 2025 Project (b) making a deposit to the Reserve Fund, if required, and (c) paying certain costs of issuance of the Series 2025 Bonds. Such Series 2025 Bonds shall be issued as "Additional Parity Bonds" under the Master Resolution.

(b) The 2025 Project is hereby authorized.

SECTION 5. RESOLUTION TO CONSTITUTE CONTRACT.

In consideration of the acceptance of the Series 2025 Bonds authorized to be issued hereunder by those who shall own the same from time to time, the Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Bondholders, all of which shall be of equal rank and without preference, priority or distinction of the Series 2025 Bonds over any other thereof, on a parity with the Parity Obligations, except as expressly provided therein and herein.

SECTION 6. ISSUANCE OF THE SERIES 2025 BONDS.

A. The Series 2025 Bonds are hereby authorized to be issued, provided (i) the true interest cost with respect to the Series 2025 Bonds shall not exceed seven percent (7.0%) per annum; (ii) an underwriting discount (including management fee and all expenses) not in excess of one percent (1%) of the par amount of Series 2025 Bonds; and (iii) the final maturity date of the Series 2025 Bonds shall be no later than October 1, 2060. The Series 2025 Bonds may be subject to redemption as provided in Bond Purchase Agreement, upon such terms as shall be approved by the Mayor upon the advice of the Financial Advisor. Notwithstanding anything contained herein

to the contrary, the Series 2025 Bonds shall not be issued until the Issuer has complied with the requirements for the issuance thereof as Additional Parity Bonds under Section 16(Q) of the Master Resolution.

The Mayor may conclusively rely upon a certificate of the Financial Advisor in determining whether the foregoing criteria are satisfied.

B. The Series 2025 Bonds shall be issued solely in the form of fully registered bonds in the denomination of $5,000 each or integral multiples thereof and shall be numbered consecutively from 1 upward preceded by the letter "R".

C. The Series 2025 Bonds shall be dated as of the date of delivery (or such other date as the Mayor shall determine), shall bear interest payable from such date, payable semiannually on October 1 and April 1 of each year, commencing on April 1, 2026 (or such other date or dates as Mayor shall approve prior to issuance of the Series 2025 Bonds) at the rates, and shall mature in accordance with the maturity schedule and terms, set forth or incorporated by reference in the Bond Purchase Agreement, as such rates, maturity schedules and terms may be approved by the Mayor, subject to compliance with the applicable terms of Section 6.A. hereof.

D. The Series 2025 Bonds shall be subject to redemption or purchase prior to their stated maturity dates in accordance with the provisions of the Master Resolution and as shall be provided in the Bond Purchase Agreement approved by the Mayor pursuant to the authority granted herein.

E. A portion of the debt service on the Series 2025 Bonds will be paid from Available PFC Revenues.

SECTION 7. RESERVE FUND.

The Series 2025 Bonds shall be secured by the Reserve Fund and the amount on deposit therein immediately after the authentication and delivery of the Series 2025 Bonds shall be equal to the Reserve Requirement. Moneys in the Reserve Fund will secure both the Parity Obligations and the Series 2025 Bonds

SECTION 8. FORM OF SERIES 2025 BONDS.

Subject to the provisions of the Master Resolution, the Series 2025 Bonds and the Trustee's certificate of authentication with respect thereto shall be in substantially the form attached hereto as Exhibit "A," with such insertions or omissions, endorsements and variations as may be permitted by the Master Resolution and the Act, and approved by the Mayor; such execution and delivery of the Series 2025 Bonds shall be conclusive evidence of such approval.

SECTION 9. BOOK-ENTRY ONLY SYSTEM.

A. Book-Entry Only System. The Series 2025 Bonds when initially issued shall be registered in the name of Cede & Co., as nominee of DTC, in the form of a single fully registered Bond for each maturity and interest rate of each of the Series 2025 Bonds. DTC is hereby appointed initial securities depository for the Series 2025 Bonds, subject to the provisions of subsection (B) of this Section 9. So long as DTC or its nominee, as securities depository, is the Bondholder of Series 2025 Bonds, individual purchases of beneficial ownership interests in such Series 2025 Bonds may be made only in book-entry form by or through DTC participants, and purchasers of such beneficial ownership interest in Series 2025 Bonds will not receive physical delivery of bond certificates representing the beneficial ownership interests purchased.

So long as DTC or its nominee, as securities depository, is the Bondholder of Series 2025 Bonds, payments of principal and the redemption premium, if any, and interest on such Series 2025 Bonds will be made by wire transfer to DTC or its nominee, or otherwise pursuant to DTC's rules and procedures as may be agreed upon by the Issuer, the Paying Agent and DTC. Transfers of principal, the redemption premium, if any, and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of Series 2025 Bonds by DTC participants will be the responsibility of such participants, indirect participants and other nominees of such beneficial owners.

So long as DTC or its nominee, as securities depository, is the Bondholder of Series 2025 Bonds, the Issuer shall send, or cause the Paying Agent to send, or take timely action to permit the Paying Agent to send to DTC notice of redemption of such Series 2025 Bonds and any other notice required to be given to Bondholders of Series 2025 Bonds pursuant to the Master Resolution, as supplemented herein, in the manner and at the times prescribed by the Master Resolution, as supplemented herein, or otherwise pursuant to DTC's rules and procedures or as may be agreed upon by the Issuer, the Paying Agent (if applicable) and DTC.

Neither the Issuer nor any fiduciary shall have any responsibility or obligation to the DTC participants, beneficial owners or other nominees of such beneficial owners for (i) sending transaction statements; (ii) maintaining, supervising or reviewing, or the accuracy of, any records maintained by DTC or any DTC participant, indirect participant or other nominees of such beneficial owners; (iii) payment or the timeliness of payment by DTC to any DTC participant, indirect participant or by any DTC participant, indirect participant or other nominees of beneficial owners to any beneficial owner of any amount due in respect of the principal or the redemption premium, if any, or interest on Series 2025 Bonds; (iv) delivery or timely delivery by DTC to any DTC participant or indirect participant, or by any DTC participant, indirect participant or other nominees of beneficial owners to any beneficial owners of any notice (including notice of redemption) or other communication which is required or permitted under the terms of the Master Resolution, as supplemented herein, to be given to Bondholders of Series 2025 Bonds; (v) the selection of the beneficial owners to receive payment in the event of any partial redemption of Series 2025 Bonds; or (vi) any action taken by DTC or its nominee as the Bondholder of the Series 2025 Bonds.

Notwithstanding any other provisions of the Master Resolution to the contrary, the Issuer, the Paying Agent and each other fiduciary shall be entitled to treat and consider the Bondholder in

whose name each Series 2025 Bond is registered in the registration books of as the absolute Bondholder of such Bond for the purpose of payment of principal or the redemption premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal or the redemption premium, if any, and interest on the Series 2025 Bonds only to or upon the order of the respective Bondholders, as shown on the registration books as provided in the Master Resolution, as supplemented by this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal or the redemption premium, if any, and interest on the Series 2025 Bonds to the extent of the sum or sums so paid.

Notwithstanding any other provisions of the Master Resolution, as supplemented by this Resolution, so long as any Series 2025 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or the redemption premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, pursuant to DTC rules and procedures.

Payments by the DTC participants to beneficial owners will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC participant and not of DTC, the Paying Agent or the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time.

Provisions similar to those contained in this subsection (A) may be made by the Issuer in connection with the appointment by the Issuer of a substitute securities depository, or in the event of a successor to any securities depository.

B. Replacement Bonds. The Issuer shall issue Series 2025 Bond certificates (the "Replacement Bonds") directly to the beneficial owners of such Series 2025 Bonds, or their nominees, in the event that DTC determines to discontinue providing its services as securities depository with respect to such Series 2025 Bonds, at any time by giving notice to the Issuer, and the Issuer fails to appoint another qualified securities depository to replace DTC. In addition, the Issuer shall issue Replacement Bonds directly to the beneficial owners of the Series 2025 Bonds, or their nominees, in the event the Issuer discontinues use of DTC as securities depository at any time upon determination by the Issuer, in its sole discretion and without the consent of any other person, that beneficial owners of the Series 2025 Bonds shall be able to obtain certificated Series 2025 Bonds.

SECTION 10. APPLICATION OF PROVISIONS OF THE ORIGINAL RESOLUTION.

A. The Series 2025 Bonds shall for all purposes be considered upon issuance to be "Additional Parity Bonds" issued under the authority of the Master Resolution and shall be entitled to all the protection and security provided therein for the Parity Obligations, and shall be

in all respects entitled to the same security, rights and privileges enjoyed by the Parity Obligations.

The covenants and pledges contained in the Master Resolution shall be applicable to the Series 2025 Bonds in like manner as applicable to the Parity Obligations.

B. The Series 2025 Bonds and the interest thereon shall not constitute a general or moral debt, liability or obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation. The principal of, redemption premium, if any, and interest on Series 2025 Bonds and all required sinking fund and other required payments shall not constitute a lien upon any Airport Facilities, or any part thereof, or upon any other property of the Issuer, but shall be payable solely from and secured solely by the Pledged Funds, to the extent and in the manner provided herein and as provided for in the Master Resolution. Neither the State of Florida nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the territory of the Issuer to pay the principal of the Series 2025 Bonds, the redemption premium, if any, or the interest thereon or other costs incident thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Funds, on a parity with the Parity Obligations, all in the manner provided herein and in the Master Resolution.

SECTION 11. APPLICATION OF PROCEEDS OF SERIES 2025 BONDS.

A. Application of Proceeds. The proceeds, including accrued interest, if any, of the Series 2025 Bonds shall be applied simultaneously with the delivery of such Series 2025 Bonds, as follows:

(1) Accrued interest, if any, shall be deposited into the Interest Account of the Bond Fund;

(2) That amount, if any, which in addition to the amount already on deposit therein and amounts derived from other sources to be deposited therein on the date of issuance of the Series 2025 Bonds, is necessary to make the amounts on deposit in the Reserve Fund equal to the Reserve Requirement shall be deposited into the Reserve Fund;

(3) That amount necessary to pay the costs of issuance with respect to the Series 2025 Bonds, as authorized pursuant to a certificate of the Finance Director, shall be held by the Issuer and used to pay such costs of issuance with respect to the Series 2025 Bonds; and

(4) The remaining balance of the proceeds of the Series 2025 Bonds shall be deposited in the "2025 Construction Fund" which is hereby created and established as a separate fund to be known as the "City of Pensacola, Florida Airport Revenue Bonds, Series Construction Fund" (hereinafter referred to as the "2025 Construction Fund") which shall be used only for the payment of the cost of the 2025 Project. Moneys in the 2025 Construction Fund, until applied in payment of any item of the cost of the 2025 Project,

shall be held in trust by the Issuer and shall be subject to the lien and charge in favor of the Bondholders of the Series 2025 Bonds, and for the further security of the Bondholders.

The Issuer's share of any liquidated damages or other moneys paid by defaulting contractors or their sureties, and all proceeds of insurance compensating for damages to the 2025 Project during the period of construction, shall be deposited in the 2025 Construction Fund to assure completion of the 2025 Project.

Moneys in the 2025 Constuction Fund shall be secured by the depository bank in the manner prescribed by the State of Florida relating to securing of public funds. When the moneys on deposit in the 2025 Construction Fund exceed the estimated disbursements for the 2025 Project for the next 90 days, the Issuer invest such excess funds.

When the constrcution of the 2025 Project has been completed and all construction costs have been paid in full, all funds remaining in the 2025 Construction Fund shall be deposited in the Bond Fund and the 2025 Consturction Fund shall be closed.

B. Authority to Revise Application of Proceeds. Notwithstanding the provisions of Section 10.A. above, the Mayor, by a certificate of such officer executed in connection with the issuance of the Series 2025 Bonds, is hereby authorized to supplement and amend the application of proceeds of the Series 2025 Bonds provided in Section 10.A. above, in a manner otherwise consistent with the intent of this Resolution.

SECTION 12. DELEGATION OF APPROVAL OF BOND PURCHASE AGREEMENT.

Subject to satisfaction of the provisions of Section 6 hereof, the Issuer hereby delegates to the Mayor the power and authority to accept an offer by the Underwriters to purchase the Series 2025 which shall be provided in substantially the form of the Bond Purchase Agreement, attached hereto as Exhibit "B" subject to such changes, insertions and omissions and filling of blanks therein as may be made in such form and approved by and in the discretion of the Mayor in a manner consistent with the terms of this Resolution, awarding the sale of the Series 2025 Bonds, execution and delivery of the Bond Purchase Agreement by the Mayor to be conclusive evidence of such approval. Upon receipt of disclosure statements from the Underwriters and a certificate from the Financial Advisor evidencing the satisfaction of the requirements provided in Section 6 hereof, the Mayor is hereby authorized to accept the offer of the Underwriters to purchase the Series 2025 Bonds upon the terms and conditions set forth in the Bond Purchase Agreement, execution and delivery of the Bond Purchase Agreement to be conclusive evidence of such acceptance. The Mayor is hereby authorized to execute and deliver the Bond Purchase Agreement for and on behalf of the Issuer pursuant to the terms hereof and of the Bond Purchase Agreement.

SECTION 13. DELEGATION OF AUTHORITY WITH RESPECT TO OFFICIAL STATEMENT.

The Issuer hereby approves the form of the draft Preliminary Official Statement attached hereto as Exhibit "C" and delegates to the Mayor the power and authority to approve the form and content of the Preliminary Official Statement and authorizes the use of the Preliminary

Official Statement by the Underwriters in connection with the initial marketing of the Series 2025 Bonds. The Mayor is hereby further authorized to deem final the form of the Preliminary Official Statement for purposes of Rule 15c2-12, together with such changes, insertions, omissions and filling of blanks therein as the Mayor, in his or her discretion, may approve, including such changes as may be necessary to make appropriate disclosure of forecasted revenues, expenses, debt service coverage, airline rates and charges and related financial results, bond insurance, and otherwise, such execution of a certificate deeming the Preliminary Official Statement final for purposes of Rule 15c2-12 to be conclusive evidence of such approval. The Mayor is hereby authorized to approve, execute and deliver, on behalf of the Issuer, a final Official Statement with respect to the Series 2025 Bonds, with such changes, modifications, insertions and deletions from the Preliminary Official Statement as the Mayor, in his sole discretion, shall approve, such execution and delivery to be conclusive evidence of such approval.

SECTION 14. DELEGATION AND APPROVAL OF CONTINUING DISCLOSURE CERTIFICATE.

For purposes of enabling the Underwriters to comply with the requirements of Rule 15c2-12, the form of the Continuing Disclosure Certificate attached hereto as Exhibit "D" is hereby approved, subject to such changes, insertions, omissions and filling of blanks therein as may be made in such form and approved by the officer of the Issuer executing the same, such execution and delivery thereof to be conclusive evidence of such approval. The Finance Director is hereby authorized to execute and deliver the Continuing Disclosure Certificate on behalf of the Issuer.

SECTION 15. APPROVAL OF PAYING AGENT AND REGISTRAR.

U.S. Bank Trust Company, National Association, Jacksonville, Florida is hereby appointed as the Paying Agent and Registrar for the Series 2025 Bonds. The Mayor and the City Clerk are hereby authorized to enter into any agreements with such Paying Agent and Registrar, which may be necessary to reflect the obligation of such Paying Agent and Registrar to accept and perform the respective duties imposed upon each and to effectuate the transactions contemplated, by this Resolution and the Master Resolution.

SECTION 16. MUNICIPAL BOND INSURANCE.

A. If the Finance Director determines, upon the advice of the Financial Advisor, that all or a portion of the Series 2025 Bonds will be insured by a municipal bond insurance policy, the Issuer hereby authorizes payment of the principal and interest on the Series 2025 Bonds to be insured (the "Insured 2025 Bonds") pursuant to the municipal bond insurance policy (the "Series 2025 Bond Insurance Policy") to be issued by either Assured Guaranty Municipal Corp. ("Assured Guaranty") or Build America Mutual Insurance Company ("BAM"). In connection therewith, the Issuer hereby delegates to the Finance Director, upon the advice of the Financial Advisor, the authority to select between Assured Guaranty and BAM the insurer that offers and commits to provide its standard municipal bond insurance policy which results in the most beneficial transaction to the Issuer of the Series 2025 Bonds considering all relevant factors, including the

terms of their respective commitments and the applicable premium. The Mayor is hereby authorized to execute such documents and instruments necessary to cause the insurer to insure the Insured Series 2025 Bonds.

B. If the Finance Director determines that all or any portion of the Series 2025 Bonds will be insured by the Series 2025 Bond Insurance Policy, payment for the premium for such insurance is hereby authorized from the proceeds of the Series 2025 Bonds and the provisions of this Section 15, shall apply with respect to the Insured 2025 Bonds. If the Finance Director determines that none of the Series 2025 Bonds are to be insured and the Series 2025 Bond Insurance Policy is not issued in connection with the Series 2025 Bonds, the provisions of this Section 15 relating to municipal bond insurance will be deemed null and void and will be of no force or effect.

SECTION 17. RESERVE FUND INSURANCE POLICY.

A. If the Finance Director determines, upon the advice of the Financial Advisor, that in lieu of a deposit to the Reserve Fund, it will cause to be deposited a Reserve Fund Insurance Policy, the Issuer hereby authorizes a Reserve Fund Insurance Policy to be issued by either Assured Guaranty Municipal Corp. ("Assured Guaranty") or Build America Mutual Insurance Company ("BAM"). In connection therewith, the Issuer hereby delegates to the Finance Director, upon the advice of the Financial Advisor, the authority to select between Assured Guaranty and BAM the insurer that offers and commits to provide its standard reserve fund insurance policy which results in the most beneficial transaction to the Issuer of the Series 2025 Bonds considering all relevant factors, including the terms of their respective commitments and the applicable premium. The Mayor is hereby authorized to execute such documents and instruments necessary to cause the insurer to issue its Reserve Fund Insurance Policy.

B. If the Finance Director determines that a Reserve Fund Insurance Policy is needed, payment for the premium for such insurance is hereby authorized from the proceeds of the Series 2025 Bonds. If the Finance Director determines that a Reserve Fund Insurance Policy is not necessary and a Reserve Fund Insurance Policy is not issued, the provisions of this Section 16 will be deemed null and void and will be of no force or effect.

SECTION 18. AUTHORIZATION OF ALL NECESSARY ACTION; NO PERSONAL LIABILITY.

The Mayor, City Administrator, City Attorney, the City Clerk, the Finance Director and such other authorized officers, employees and agents of the Issuer, are each designated as agents of the Issuer and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the Issuer that are necessary or desirable in connection with the issuance and sale of the Series 2025 Bonds to the Underwriters and which are not inconsistent with the terms and provisions of the Resolution and other actions relating to the Series 2025 Bonds heretofore taken by the Issuer.

No covenant, stipulation, obligation or agreement contained in the Resolution or the Series 2025 Bonds shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Issuer in his or her individual capacity, and none of the Mayor, the members of the City Council of the Issuer, nor any person executing the Series 2025 Bonds shall be liable personally thereon or shall be subject to any personal liability or accountability by reason of the execution and delivery thereof.

SECTION 19. SEVERABILITY OF INVALID PROVISIONS.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2025 Bonds issued hereunder.

SECTION 20. REPEALING CLAUSE.

All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed; provided, however, that nothing herein shall effect any vested rights of the holder or holders of the Parity Obligations.

[Remainder of page intentionally left blank]

SECTON 21. EFFECTIVE DATE.

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 Issuer.

Adopted: September _____, 2025

[SEAL]

Approved: _____
Council President

ATTEST:

_____
City Clerk

EXHIBIT A

FORM OF SERIES 2025 BONDS

No. R- $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF PENSACOLA
AIRPORT REVENUE BONDS, SERIES 2025 (AMT)

Rate of Interest	Maturity Date	Dated Date	CUSIP

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter called "Issuer"), for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount shown above, solely from the revenues hereinafter mentioned, and to pay solely from such revenues, interest on said sum from the date of this Bond or from the most recent interest payment date to which interest has been paid, at the Rate of Interest per annum set forth above until the payment of such principal sum, such interest being payable on _____, ____, and semiannually thereafter on the first day of April and October in each year. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof on the date fixed for maturity or redemption at the designated office of U.S. Bank Trust Company, National Association in Jacksonville, Florida (the "Registrar" and "Paying Agent"), or at the office designated for such payment of any successor thereof. The interest on this Bond, when due and payable, shall be paid by check or draft mailed to the Registered Owner, at his address as it appears on the bond register of the Registrar, at the close of business on the Record Date or, in the case of payment after default, a special record date, except that the Registrar will, at the request of any Registered Owner of one million dollars ($1,000,000) or more in aggregate principal amount of Bonds, make payments of interest on such Bonds by wire transfer to the account designated by such Registered Owner to the Registrar in writing at least five (5) Business Days before the Record Date of such payments, as provided in the Resolution hereinafter mentioned. All amounts due hereunder shall be payable in any coin or currency of the United States which is at the time of payment legal tender for the payment of public or private debts.

This Bond is one of a duly authorized issue of Bonds of the Issuer designated "Airport Revenue Bonds, Series 2025 (AMT)" in the aggregate principal amount of $_____, of like date, tenor and effect, except as to number, maturity, interest rate and redemption provisions, issued to finance the cost of the 2025 Project, as defined in the Resolution hereinafter mentioned, pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Chapters 166 and 332, Florida Statutes, as amended, the Charter of the Issuer effective January 1, 2010, and other applicable provisions of law, and pursuant to Resolution No. 2025-_____ duly adopted by the Issuer on September ____, 2025, as supplemented by Resolution No. 2025-_____ duly adopted by the Issuer on September _____, 2025 (hereinafter collectively called the "Resolution"), and is subject to all the terms and conditions of such Resolution, the provisions of which are incorporated herein by reference. All terms used herein in capitalized form and not otherwise defined shall have the definitions ascribed thereto pursuant to the Resolution.

This Bond and the issue of Bonds of which it is a part are limited obligations of the Issuer payable solely from and secured by a prior lien upon and pledge of the Pledged Funds in the manner and to the extent provided in the Resolution.

This Bond does not constitute a general obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State of Florida or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation. Neither the State of Florida nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form to pay the principal of the Bonds, the premium, if any, the interest thereon, or to make any of the required sinking fund, reserve or other payments or costs incident thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Funds, in the manner provided herein and in the Resolution. It is further agreed between the Issuer and the Registered Owner of this Bond that this Bond and the indebtedness evidenced hereby shall not constitute a lien on the Project or any other property of the Issuer, but shall constitute a lien only on the Pledged Funds, in the manner provided in the Resolution.

[Insert Redemption Provisions]

[INSERT DESCRIPTION OF AUTHORIZED DENOMINATIONS]

Notice of redemption identifying the Bonds or portions thereof to be redeemed will be given by the Registrar as provided in the Resolution. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time.

In and by the Resolution the Issuer has covenanted and agreed with the Registered Owners that it will fix, establish, maintain and collect such rates, fees, rentals and other charges for the use and services of the Airport Facilities and revise the same from time to time whenever necessary, as will always provide Net Revenues, plus Available Revenues sufficient to pay one hundred twenty-five per centum (125%) of the current Annual Debt Service Requirement and as

will always provide Airport Revenues, plus Available Revenues sufficient to pay all reserve and other payments provided for in the Resolution and all other obligations and indebtedness payable out of the revenues of such Airport Facilities and that such rates, fees, rentals and other charges shall not be reduced so as to be insufficient to provide adequate Airport Revenues for such purposes. The Issuer has entered into certain other covenants and agreements respecting the Bonds, as to which reference is made to the Resolution.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds of this issue does not violate any constitutional or statutory limitations or provisions.

Subject to the provisions of the Resolution respecting registration, this Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities, being Chapter 678, Florida Statutes, as amended.

Subject to the limitations and upon payment of the charges provided in the Resolution, Bonds may be exchanged for a like aggregate Principal Amount of Bonds of the same maturity of other authorized denominations, and are transferable by the Registered Owner in person or by his attorney duly authorized in writing at the above-mentioned office of the Registrar.

The Issuer shall deem and treat the Registered Owner hereof as the absolute -Owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer shall not be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication endorsed hereon shall have been duly signed by the Registrar.

IN WITNESS WHEREOF, the City of Pensacola, Florida, has issued this Bond and has caused the same to be executed by the manual or facsimile signature of the Mayor and countersigned by the Finance Director and attested by the manual or facsimile signature of Its City Clerk, and its official seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, as of _____, 20__.

CITY OF PENSACOLA, FLORIDA

(SEAL)

_____
Mayor

Attested:

Approved as to Substance:

_____
City Clerk

By:_____
Finance Director

Legal in Form and Valid as Drawn:

By:_____
City Attorney

[Remainder of this page intentionally left blank]

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

EXHIBIT E

DESCRIPTION OF 2025 PROJECT

The 2025 Project includes the expansion of the current facility, renewal of the existing facility, and other projects included in the Pensacola International Airport capital improvement program on file with the City, including but not limited to, the below projects:

A. Expansion

Baggage Handling System (BHS) Controls – As part of the expansion, there is a need to recontrol the BHS to add for the new lines of service.

Central Utility Plant – The provision of a Central Utility Plant (CUP) is anticipated to provide electrical, cooling and heating services for the new concourse and expanded security checkpoint.

Concourse – This project generally includes the construction of a 5-gate expansion of the existing terminal building at the Airport. The expansion will be located southwest of the existing terminal building in a new concourse. The concourse will be two levels with a passenger boarding level that includes the five (5) new gates, associated holdrooms, circulation areas, restrooms, and concessions. The ramp level will include a new bag make-up area and additional unfinished space for future use.

Expanded Security Checkpoint – The existing security checkpoint will be expanded/renovated. The expansion will occur over Airport's bag make-up area to provide two additional security lanes.

Passenger Boarding Bridges – A new passenger boarding bridge (PBB) will be provided for each of the five (5) gates in the new concourse.

Pedestrian Walkway – A new elevated pedestrian walkway connecting the existing terminal to the new concourse will be provided.

Restrooms – New public restroom facilities for both men and women will be provided within the footprint of the expansion.

Ticketing – Expansion of the ticketing area to allow for more Airline ticketing counters.

B. Renewal

Baggage Claim Carousels – Due to the increase in projected traffic, an upgrade to the existing baggage claim carousels to accommodate more bags will be considered.

Bathroom renovations, FF&E, and flooring – In order to create a uniform look between new and old, we will update the existing building to incorporate some of the design elements of the new building.

HVAC Replacement – The existing terminal building HVAC has exceeded its useful life and will need to be replaced, either through the replacement of existing rooftop units or the conversion to a central utility plant.

Passenger Boarding Bridges – The 10 existing PBB have reached the end of their useful life and will need to be refurnished or replaced.

Roof Replacement – The existing terminal building roof has reached the end of its useful life and will need to be replaced.

Vertical Circulation – Due to the increase in projected traffic, additional vertical circulation in terminal building will be considered.

C. Other

Air Traffic Control Tower – Renovation of the Airport's Air Traffic Control Tower will be considered.

Landside Circulation – Reconfiguration of the Airport's circulation road to accommodate increased traffic flow will be considered.

Landside Parking Lots - Due to the increase in projected traffic, the rehabilitation and/or construction of new parking lots will be considered.

Taxiways, Runways, and Aprons – Rehabilitation of Runway 8-26 and Taxiway A South and Reconfiguration of Taxiway A7.

TABLE OF CONTENTS

City of Pensacola
Airport Revenue Bonds, Series 2025

Preliminary Numbers
Market Rates as of 8/4/2025

Report	Page
Sources and Uses of Funds	1
Bond Summary Statistics	2
Bond Pricing	3
Bond Debt Service	4
Aggregate Debt Service	6
Underwriter's Discount	7
Cost of Issuance	8
Form 8038 Statistics	9

SOURCES AND USES OF FUNDS

City of Pensacola
Airport Revenue Bonds, Series 2025

Preliminary Numbers
Market Rates as of 8/4/2025

Dated Date	10/22/2025
Delivery Date	10/22/2025

Sources:	Airport supported GARBs	PFC supported GARBS	Total
Bond Proceeds:			
Par Amount	26,980,000.00	80,920,000.00	107,900,000.00
Premium	239,254.40	731,067.90	970,322.30
	27,219,254.40	81,651,067.90	108,870,322.30

Uses:	Airport supported GARBs	PFC supported GARBS	Total
Project Fund Deposits:			
Airport supported GARBs	25,000,000.00		25,000,000.00
PFC Supported GARBs		75,000,000.00	75,000,000.00
	25,000,000.00	75,000,000.00	100,000,000.00
Other Fund Deposits:			
Debt Service Reserve Fund	1,973,607.94	5,919,360.81	7,892,968.75
Delivery Date Expenses:			
Cost of Issuance	134,900.00	404,600.00	539,500.00
Underwriter's Discount	107,920.00	323,680.00	431,600.00
	242,820.00	728,280.00	971,100.00
Other Uses of Funds:			
Additional Proceeds	2,826.46	3,427.09	6,253.55
	27,219,254.40	81,651,067.90	108,870,322.30

BOND SUMMARY STATISTICS

City of Pensacola
Airport Revenue Bonds, Series 2025

Preliminary Numbers
Market Rates as of 8/4/2025

Dated Date	10/22/2025
Delivery Date	10/22/2025
First Coupon	04/01/2026
Last Maturity	10/01/2055
Arbitrage Yield	6.008068%
True Interest Cost (TIC)	6.044610%
Net Interest Cost (NIC)	6.105146%
All-In TIC	6.090691%
Average Coupon	6.130393%
Average Life (years)	19.775
Weighted Average Maturity (years)	19.718
Duration of Issue (years)	11.166
Par Amount	107,900,000.00
Bond Proceeds	108,870,322.30
Total Interest	130,808,233.75
Net Interest	130,269,511.45
Total Debt Service	238,708,233.75
Maximum Annual Debt Service	7,892,968.75
Average Annual Debt Service	7,972,443.10
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	4.000000
Total Underwriter's Discount	4.000000
Bid Price	100.499279

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	45,130,000.00	101.574	5.7677857%	11.727	29,725.05
Term Bonds 2049	23,285,000.00	100.878	6.2500000%	22.066	17,230.90
Term Bonds 2055	39,485,000.00	100.141	6.2500000%	27.623	28,824.05
	107,900,000.00			19.775	75,780.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	107,900,000.00	107,900,000.00	107,900,000.00
+ Accrued Interest			
+ Premium (Discount)	970,322.30	970,322.30	970,322.30
- Underwriter's Discount	(431,600.00)	(431,600.00)	
- Cost of Issuance Expense		(539,500.00)	
- Other Amounts			
Target Value	108,438,722.30	107,899,222.30	108,870,322.30
Target Date	10/22/2025	10/22/2025	10/22/2025
Yield	6.044610%	6.090691%	6.008068%

BOND PRICING

City of Pensacola
Airport Revenue Bonds, Series 2025

Preliminary Numbers
Market Rates as of 8/4/2025

Bond Component	Maturity Date	Amount	Rate	Yield	Price		Yield to Maturity	Call Date	Call Price
Bond Component:									
	10/01/2026	1,075,000	5.000%	3.870%	101.032				
	10/01/2027	1,130,000	5.000%	3.930%	101.979				
	10/01/2028	1,595,000	5.000%	4.030%	102.662				
	10/01/2029	1,680,000	5.000%	4.120%	103.169				
	10/01/2030	1,765,000	5.000%	4.240%	103.353				
	10/01/2031	1,855,000	5.000%	4.420%	102.999				
	10/01/2032	1,950,000	5.000%	4.610%	102.291				
	10/01/2033	2,050,000	5.000%	4.810%	101.238				
	10/01/2034	2,155,000	5.000%	4.980%	100.139				
	10/01/2035	2,270,000	5.500%	5.130%	102.849				
	10/01/2036	2,400,000	5.500%	5.330%	101.295	C	5.342%	10/01/2035	100.000
	10/01/2037	2,535,000	5.500%	5.460%	100.299	C	5.465%	10/01/2035	100.000
	10/01/2038	2,685,000	6.000%	5.570%	103.244	C	5.643%	10/01/2035	100.000
	10/01/2039	2,855,000	6.000%	5.690%	102.324	C	5.755%	10/01/2035	100.000
	10/01/2040	3,030,000	6.000%	5.760%	101.793	C	5.818%	10/01/2035	100.000
	10/01/2041	3,215,000	6.000%	5.830%	101.264	C	5.876%	10/01/2035	100.000
	10/01/2042	3,415,000	6.000%	5.910%	100.664	C	5.937%	10/01/2035	100.000
	10/01/2043	3,625,000	6.000%	5.950%	100.366	C	5.966%	10/01/2035	100.000
	10/01/2044	3,845,000	6.000%	5.980%	100.143	C	5.987%	10/01/2035	100.000
		45,130,000							
Term Bonds 2049:									
	10/01/2045	4,095,000	6.250%	6.130%	100.878	C	6.179%	10/01/2035	100.000
	10/01/2046	4,355,000	6.250%	6.130%	100.878	C	6.179%	10/01/2035	100.000
	10/01/2047	4,640,000	6.250%	6.130%	100.878	C	6.179%	10/01/2035	100.000
	10/01/2048	4,940,000	6.250%	6.130%	100.878	C	6.179%	10/01/2035	100.000
	10/01/2049	5,255,000	6.250%	6.130%	100.878	C	6.179%	10/01/2035	100.000
		23,285,000							
Term Bonds 2055:									
	10/01/2050	5,600,000	6.250%	6.230%	100.141	C	6.239%	10/01/2035	100.000
	10/01/2051	5,955,000	6.250%	6.230%	100.141	C	6.239%	10/01/2035	100.000
	10/01/2052	6,345,000	6.250%	6.230%	100.141	C	6.239%	10/01/2035	100.000
	10/01/2053	6,755,000	6.250%	6.230%	100.141	C	6.239%	10/01/2035	100.000
	10/01/2054	7,185,000	6.250%	6.230%	100.141	C	6.239%	10/01/2035	100.000
	10/01/2055	7,645,000	6.250%	6.230%	100.141	C	6.239%	10/01/2035	100.000
		39,485,000							
		107,900,000							

Dated Date	10/22/2025	
Delivery Date	10/22/2025	
First Coupon	04/01/2026	
Par Amount	107,900,000.00	
Premium	970,322.30	
Production	108,870,322.30	100.899279%
Underwriter's Discount	(431,600.00)	(0.400000%)
Purchase Price	108,438,722.30	100.499279%
Accrued Interest		
Net Proceeds	108,438,722.30	

BOND DEBT SERVICE

City of Pensacola
Airport Revenue Bonds, Series 2025

Preliminary Numbers
Market Rates as of 8/4/2025

Dated Date	10/22/2025
Delivery Date	10/22/2025

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2026			2,845,371.25	2,845,371.25
09/30/2027	1,075,000	5.000%	6,415,475.00	7,490,475.00
09/30/2028	1,130,000	5.000%	6,360,350.00	7,490,350.00
09/30/2029	1,595,000	5.000%	6,292,225.00	7,887,225.00
09/30/2030	1,680,000	5.000%	6,210,350.00	7,890,350.00
09/30/2031	1,765,000	5.000%	6,124,225.00	7,889,225.00
09/30/2032	1,855,000	5.000%	6,033,725.00	7,888,725.00
09/30/2033	1,950,000	5.000%	5,938,600.00	7,888,600.00
09/30/2034	2,050,000	5.000%	5,838,600.00	7,888,600.00
09/30/2035	2,155,000	5.000%	5,733,475.00	7,888,475.00
09/30/2036	2,270,000	5.500%	5,617,175.00	7,887,175.00
09/30/2037	2,400,000	5.500%	5,488,750.00	7,888,750.00
09/30/2038	2,535,000	5.500%	5,353,037.50	7,888,037.50
09/30/2039	2,685,000	6.000%	5,202,775.00	7,887,775.00
09/30/2040	2,855,000	6.000%	5,036,575.00	7,891,575.00
09/30/2041	3,030,000	6.000%	4,860,025.00	7,890,025.00
09/30/2042	3,215,000	6.000%	4,672,675.00	7,887,675.00
09/30/2043	3,415,000	6.000%	4,473,775.00	7,888,775.00
09/30/2044	3,625,000	6.000%	4,262,575.00	7,887,575.00
09/30/2045	3,845,000	6.000%	4,038,475.00	7,883,475.00
09/30/2046	4,095,000	6.250%	3,795,156.25	7,890,156.25
09/30/2047	4,355,000	6.250%	3,531,093.75	7,886,093.75
09/30/2048	4,640,000	6.250%	3,250,000.00	7,890,000.00
09/30/2049	4,940,000	6.250%	2,950,625.00	7,890,625.00
09/30/2050	5,255,000	6.250%	2,632,031.25	7,887,031.25
09/30/2051	5,600,000	6.250%	2,292,812.50	7,892,812.50
09/30/2052	5,955,000	6.250%	1,931,718.75	7,886,718.75
09/30/2053	6,345,000	6.250%	1,547,343.75	7,892,343.75
09/30/2054	6,755,000	6.250%	1,137,968.75	7,892,968.75
09/30/2055	7,185,000	6.250%	702,343.75	7,887,343.75
09/30/2056	7,645,000	6.250%	238,906.25	7,883,906.25
	107,900,000		130,808,233.75	238,708,233.75

BOND DEBT SERVICE

City of Pensacola
Airport Revenue Bonds, Series 2025

Preliminary Numbers
Market Rates as of 8/4/2025

Dated Date 10/22/2025
Delivery Date 10/22/2025

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2026			2,845,371.25	2,845,371.25	
09/30/2026					2,845,371.25
10/01/2026	1,075,000	5.000%	3,221,175.00	4,296,175.00	
04/01/2027			3,194,300.00	3,194,300.00	
09/30/2027					7,490,475.00
10/01/2027	1,130,000	5.000%	3,194,300.00	4,324,300.00	
04/01/2028			3,166,050.00	3,166,050.00	
09/30/2028					7,490,350.00
10/01/2028	1,595,000	5.000%	3,166,050.00	4,761,050.00	
04/01/2029			3,126,175.00	3,126,175.00	
09/30/2029					7,887,225.00
10/01/2029	1,680,000	5.000%	3,126,175.00	4,806,175.00	
04/01/2030			3,084,175.00	3,084,175.00	
09/30/2030					7,890,350.00
10/01/2030	1,765,000	5.000%	3,084,175.00	4,849,175.00	
04/01/2031			3,040,050.00	3,040,050.00	
09/30/2031					7,889,225.00
10/01/2031	1,855,000	5.000%	3,040,050.00	4,895,050.00	
04/01/2032			2,993,675.00	2,993,675.00	
09/30/2032					7,888,725.00
10/01/2032	1,950,000	5.000%	2,993,675.00	4,943,675.00	
04/01/2033			2,944,925.00	2,944,925.00	
09/30/2033					7,888,600.00
10/01/2033	2,050,000	5.000%	2,944,925.00	4,994,925.00	
04/01/2034			2,893,675.00	2,893,675.00	
09/30/2034					7,888,600.00
10/01/2034	2,155,000	5.000%	2,893,675.00	5,048,675.00	
04/01/2035			2,839,800.00	2,839,800.00	
09/30/2035					7,888,475.00
10/01/2035	2,270,000	5.500%	2,839,800.00	5,109,800.00	
04/01/2036			2,777,375.00	2,777,375.00	
09/30/2036					7,887,175.00
10/01/2036	2,400,000	5.500%	2,777,375.00	5,177,375.00	
04/01/2037			2,711,375.00	2,711,375.00	
09/30/2037					7,888,750.00
10/01/2037	2,535,000	5.500%	2,711,375.00	5,246,375.00	
04/01/2038			2,641,662.50	2,641,662.50	
09/30/2038					7,888,037.50
10/01/2038	2,685,000	6.000%	2,641,662.50	5,326,662.50	
04/01/2039			2,561,112.50	2,561,112.50	
09/30/2039					7,887,775.00
10/01/2039	2,855,000	6.000%	2,561,112.50	5,416,112.50	
04/01/2040			2,475,462.50	2,475,462.50	
09/30/2040					7,891,575.00
10/01/2040	3,030,000	6.000%	2,475,462.50	5,505,462.50	
04/01/2041			2,384,562.50	2,384,562.50	
09/30/2041					7,890,025.00
10/01/2041	3,215,000	6.000%	2,384,562.50	5,599,562.50	
04/01/2042			2,288,112.50	2,288,112.50	
09/30/2042					7,887,675.00
10/01/2042	3,415,000	6.000%	2,288,112.50	5,703,112.50	
04/01/2043			2,185,662.50	2,185,662.50	
09/30/2043					7,888,775.00
10/01/2043	3,625,000	6.000%	2,185,662.50	5,810,662.50	
04/01/2044			2,076,912.50	2,076,912.50	
09/30/2044					7,887,575.00
10/01/2044	3,845,000	6.000%	2,076,912.50	5,921,912.50	
04/01/2045			1,961,562.50	1,961,562.50	
09/30/2045					7,883,475.00
10/01/2045	4,095,000	6.250%	1,961,562.50	6,056,562.50	
04/01/2046			1,833,593.75	1,833,593.75	
09/30/2046					7,890,156.25
10/01/2046	4,355,000	6.250%	1,833,593.75	6,188,593.75	
04/01/2047			1,697,500.00	1,697,500.00	
09/30/2047					7,886,093.75
10/01/2047	4,640,000	6.250%	1,697,500.00	6,337,500.00	
04/01/2048			1,552,500.00	1,552,500.00	
09/30/2048					7,890,000.00
10/01/2048	4,940,000	6.250%	1,552,500.00	6,492,500.00	
04/01/2049			1,398,125.00	1,398,125.00	
09/30/2049					7,890,625.00
10/01/2049	5,255,000	6.250%	1,398,125.00	6,653,125.00	
04/01/2050			1,233,906.25	1,233,906.25	
09/30/2050					7,887,031.25
10/01/2050	5,600,000	6.250%	1,233,906.25	6,833,906.25	
04/01/2051			1,058,906.25	1,058,906.25	
09/30/2051					7,892,812.50
10/01/2051	5,955,000	6.250%	1,058,906.25	7,013,906.25	
04/01/2052			872,812.50	872,812.50	
09/30/2052					7,886,718.75
10/01/2052	6,345,000	6.250%	872,812.50	7,217,812.50	
04/01/2053			674,531.25	674,531.25	
09/30/2053					7,892,343.75
10/01/2053	6,755,000	6.250%	674,531.25	7,429,531.25	
04/01/2054			463,437.50	463,437.50	
09/30/2054					7,892,968.75
10/01/2054	7,185,000	6.250%	463,437.50	7,648,437.50	
04/01/2055			238,906.25	238,906.25	
09/30/2055					7,887,343.75
10/01/2055	7,645,000	6.250%	238,906.25	7,883,906.25	
09/30/2056					7,883,906.25
	107,900,000		130,808,233.75	238,708,233.75	238,708,233.75

AGGREGATE DEBT SERVICE

City of Pensacola
Airport Revenue Bonds, Series 2025

Preliminary Numbers
Market Rates as of 8/4/2025

Period Ending	Series 2025	Series 2018	Series 2017	Series 2015	Aggregate Debt Service
09/30/2026	2,845,371.25	2,124,455.70	729,615.25	1,204,205.00	6,903,647.20
09/30/2027	7,490,475.00	2,124,191.00	732,170.75	1,205,007.50	11,551,844.25
09/30/2028	7,490,350.00	2,120,000.60	739,161.50	1,200,108.75	11,549,620.85
09/30/2029	7,887,225.00	2,116,864.85			10,004,089.85
09/30/2030	7,890,350.00	2,113,685.50			10,004,035.50
09/30/2031	7,889,225.00	2,117,246.40			10,006,471.40
09/30/2032	7,888,725.00	2,115,429.65			10,004,154.65
09/30/2033	7,888,600.00	2,111,294.20			9,999,894.20
09/30/2034	7,888,600.00	2,111,702.50			10,000,302.50
09/30/2035	7,888,475.00	2,110,497.35			9,998,972.35
09/30/2036	7,887,175.00	2,111,560.85			9,998,735.85
09/30/2037	7,888,750.00	2,109,794.75			9,998,544.75
09/30/2038	7,888,037.50	2,110,100.80			9,998,138.30
09/30/2039	7,887,775.00	2,101,498.65			9,989,273.65
09/30/2040	7,891,575.00				7,891,575.00
09/30/2041	7,890,025.00				7,890,025.00
09/30/2042	7,887,675.00				7,887,675.00
09/30/2043	7,888,775.00				7,888,775.00
09/30/2044	7,887,575.00				7,887,575.00
09/30/2045	7,883,475.00				7,883,475.00
09/30/2046	7,890,156.25				7,890,156.25
09/30/2047	7,886,093.75				7,886,093.75
09/30/2048	7,890,000.00				7,890,000.00
09/30/2049	7,890,625.00				7,890,625.00
09/30/2050	7,887,031.25				7,887,031.25
09/30/2051	7,892,812.50				7,892,812.50
09/30/2052	7,886,718.75				7,886,718.75
09/30/2053	7,892,343.75				7,892,343.75
09/30/2054	7,892,968.75				7,892,968.75
09/30/2055	7,887,343.75				7,887,343.75
09/30/2056	7,883,906.25				7,883,906.25
	238,708,233.75	29,598,322.80	2,200,947.50	3,609,321.25	274,116,825.30

UNDERWRITER'S DISCOUNT

City of Pensacola
Airport Revenue Bonds, Series 2025

Preliminary Numbers
Market Rates as of 8/4/2025

Underwriter's Discount	$/1000	Amount
Underwriter's Discount	4.00	431,600.00
	4.00	431,600.00

COST OF ISSUANCE

City of Pensacola
Airport Revenue Bonds, Series 2025

Preliminary Numbers
Market Rates as of 8/4/2025

Cost of Issuance	$/1000	Amount
Cost of Issuance	5.00	539,500.00
	5.00	539,500.00

FORM 8038 STATISTICS

City of Pensacola
Airport Revenue Bonds, Series 2025

Preliminary Numbers
Market Rates as of 8/4/2025

Dated Date	10/22/2025
Delivery Date	10/22/2025

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	10/01/2026	1,075,000.00	5.000%	101.032	1,086,094.00	1,075,000.00
	10/01/2027	1,130,000.00	5.000%	101.979	1,152,362.70	1,130,000.00
	10/01/2028	1,595,000.00	5.000%	102.662	1,637,458.90	1,595,000.00
	10/01/2029	1,680,000.00	5.000%	103.169	1,733,239.20	1,680,000.00
	10/01/2030	1,765,000.00	5.000%	103.353	1,824,180.45	1,765,000.00
	10/01/2031	1,855,000.00	5.000%	102.999	1,910,631.45	1,855,000.00
	10/01/2032	1,950,000.00	5.000%	102.291	1,994,674.50	1,950,000.00
	10/01/2033	2,050,000.00	5.000%	101.238	2,075,379.00	2,050,000.00
	10/01/2034	2,155,000.00	5.000%	100.139	2,157,995.45	2,155,000.00
	10/01/2035	2,270,000.00	5.500%	102.849	2,334,672.30	2,270,000.00
	10/01/2036	2,400,000.00	5.500%	101.295	2,431,080.00	2,400,000.00
	10/01/2037	2,535,000.00	5.500%	100.299	2,542,579.65	2,535,000.00
	10/01/2038	2,685,000.00	6.000%	103.244	2,772,101.40	2,685,000.00
	10/01/2039	2,855,000.00	6.000%	102.324	2,921,350.20	2,855,000.00
	10/01/2040	3,030,000.00	6.000%	101.793	3,084,327.90	3,030,000.00
	10/01/2041	3,215,000.00	6.000%	101.264	3,255,637.60	3,215,000.00
	10/01/2042	3,415,000.00	6.000%	100.664	3,437,675.60	3,415,000.00
	10/01/2043	3,625,000.00	6.000%	100.366	3,638,267.50	3,625,000.00
	10/01/2044	3,845,000.00	6.000%	100.143	3,850,498.35	3,845,000.00
Term Bonds 2049:						
	10/01/2045	4,095,000.00	6.250%	100.878	4,130,954.10	4,095,000.00
	10/01/2046	4,355,000.00	6.250%	100.878	4,393,236.90	4,355,000.00
	10/01/2047	4,640,000.00	6.250%	100.878	4,680,739.20	4,640,000.00
	10/01/2048	4,940,000.00	6.250%	100.878	4,983,373.20	4,940,000.00
	10/01/2049	5,255,000.00	6.250%	100.878	5,301,138.90	5,255,000.00
Term Bonds 2055:						
	10/01/2050	5,600,000.00	6.250%	100.141	5,607,896.00	5,600,000.00
	10/01/2051	5,955,000.00	6.250%	100.141	5,963,396.55	5,955,000.00
	10/01/2052	6,345,000.00	6.250%	100.141	6,353,946.45	6,345,000.00
	10/01/2053	6,755,000.00	6.250%	100.141	6,764,524.55	6,755,000.00
	10/01/2054	7,185,000.00	6.250%	100.141	7,195,130.85	7,185,000.00
	10/01/2055	7,645,000.00	6.250%	100.141	7,655,779.45	7,645,000.00
		107,900,000.00			108,870,322.30	107,900,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	10/01/2055	6.250%	7,655,779.45	7,645,000.00		
Entire Issue			108,870,322.30	107,900,000.00	19.7177	6.0081%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	971,100.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	7,892,968.75

File #: 25-1105 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT – SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

RECOMMENDATION:

That City Council approve the Airline Operating Agreement and Terminal Building Lease for signatory airlines setting forth the rights, privileges, and obligations for operating at Pensacola International Airport. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Airline Operating Agreement and Terminal Lease for each airline throughout the term, and to take the actions necessary relating to the finalization of the 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.

The Airport's signatory airlines have operated under some form of an Airline Operating Agreement and Terminal Building Lease (referred to as a "Use Agreement") since 1988. A Use Agreement outlines the terms and conditions for the airline's overall operations at the airport, as well as specifically addresses the airline's use of the terminal building and its facilities. In addition, a Use Agreement establishes the Airline rate-making methodology.

Under the Airport's Use Agreement, the financial risk of the Airport is covered by signatory airlines. If non-aeronautical revenues like parking fees or concessions do not meet the airport's projected budget, the airlines cover the difference through their fees. At the end of each year, a "true-up" process determines the final fees. If non-aeronautical revenues exceed the budget, the airlines receive a credit in the following year's fees. Conversely, if revenues fall short, the shortfall is added to next year's fees.

This type of agreement has ensured the Airport's ability to cover its maintenance and operating

costs and its ability to fund a Capital Improvement Account that provides the local matching dollars for Federal and State grants and covers major capital projects/purchases. Overall, it has allowed the Airport to maintain full financial self-sufficiency with no reliance on the City's General Fund for support.

In November 2024, the Airport started negotiations for an updated Airline Operating Agreement and Terminal Building Lease ("2025 Use Agreement") which will be used to support the issuance of the Airport Revenue Bonds, Series 2025 (AMT). If approved, the 2025 Use Agreement will go into effect on October 1, 2025 and will continue for a five-year term, with an optional five-year extension, ultimately ending on September 30, 2035. The 2025 Use Agreement shows several variances compared to the current agreement. Some of the more significant changes include:

- **Clearer Definitions:** The new agreement introduces clearer definitions, providing for a more transparent agreement.
- **Capital Improvement Account Increase:** The airport's share of non-airline revenues will increase from 17.5% to 20%. This increase provides additional funds for the airport's capital improvement account.
- **Landing Fee:** The minimum landing fee has been increased from $0.25 per 1,000 pounds of landed weight to $0.30 per 1,000 pounds of landed weight.
- **Minimum Usage Requirement**: Minimum usage requirement for gates, which allows the airport to reassign gates if an airline's activity drops below a certain level.
- **Capital Asset Limits:** Increase the capital asset spending limit from $100,000 to $250,000 without requiring airline approval, giving the airport more flexibility.
- **Maintenance and Operating Reserve Fund:** Change the allocation of the deposits made into the Maintenance and Operating Reserve Fund so that they are spread among the various cost centers instead of being funded out of the Landing Fee only.
- **Capital Improvement Plan:** The new agreement provides airline approval of the Airport's eight-year capital improvement plan which includes the Airport's Terminal Expansion and Renewal Project.

Any airline wishing to become a signatory airline will be subject to the same terms and conditions as presented in the attached Airline Operating Agreement and Terminal Building Lease. Staff is requesting City Council approve the 2025 Use Agreement in its proposed form, noting that there may be some immaterial changes prior to being finalized and executed by each airline. Such changes may include the exact space used for individual airline operations or further clarity of specific terms and conditions.

Within the next month, Airport staff will also present to the City Council a revised non-signatory Airline Operating and Terminal Building Use Permit for any airline wishing to operate under a month-to-month non-signatory arrangement rather than under the longer-term signatory agreement.

PRIOR ACTION:

March 23, 1989 - City Council approved the 1988 Scheduled Airline Operating Agreement and Terminal Building Lease for signatory airlines setting forth the rights, privileges, and obligations for operating at Pensacola International Airport, effective October 1, 1988.

September 11, 2003 - City Council approved an Amendment extending the 1988 Scheduled Airline Operating Agreement and Terminal Building Lease for signatory airlines.

October 23, 2008 - City Council approved an Amendment extending the 1988 Scheduled Airline Operating Agreement and Terminal Building Lease for signatory airlines.

November 17, 2017 - City Council approved the 2017 Airline Operating Agreement and Terminal Building Lease for signatory airlines setting forth the rights, privileges, and obligations for operating at Pensacola International Airport, effective October 1, 2017.

FUNDING:

N/A

FINANCIAL IMPACT:

The Agreement establishes the Airline rate-making methodology for Pensacola International Airport. The FY 2026 Budget for the Airport incorporates the financial framework contained in the Agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Airline Operating Agreement and Terminal Building Lease

PRESENTATION: No

AIRLINE OPERATING AGREEMENT

AND

TERMINAL BUILDING LEASE

by and between

THE CITY OF PENSACOLA, FLORIDA

and

_____

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DATE OF EXECUTION: _____

EFFECTIVE DATE: OCTOBER 1, 2025

DATE OF EXPIRATION: SEPTEMBER 30, 2030

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS 10

Section 1.01 DEFINITIONS 10

Section 1.02 CROSS-REFERENCES 28

ARTICLE 2. TERM 29

Section 2.01 TERM 29

Section 2.02 EXTENSION OF TERM 29

Section 2.03 PRIOR AGREEMENTS AND LEASES 29

Section 2.04 TERM EXTENSION BY MUTUAL AGREEMENT 29

Section 2.05 AIRLINE'S RIGHTS UPON EXPIRATION OR EARLY TERMINATION OF AGREEMENT 30

Section 2.06 SURRENDER OF LEASED PREMISES 30

ARTICLE 3. LEASED PREMISES 32

Section 3.01 AIRLINE LEASED PREMISES 32

EXCLUSIVE USE SPACE 32

PREFERENTIAL USE SPACE AND EQUIPMENT 33

JOINT USE SPACE 34

Section 3.02 SELF-TICKET MACHINES 34

Section 3.03 TRANSITION SPACE 34

Section 3.04 RIGHT TO PREFERENTIAL USE OF GATES 34

Section 3.05 EMPLOYEE PARKING 35

Section 3.06 REASSIGNMENT OF PREFERENTIAL USE SPACE 36

Section 3.07 REGIONAL/COMMUTER OPERATIONS 37

ARTICLE 4. USES OF THE AIRPORT 38

Section 4.01 PERMISSIBLE USES 38

Section 4.02 RESTRICTIONS 41

Section 4.03 INGRESS AND EGRESS 43

Section 4.04 CONCESSION SERVICES RIGHTS RESERVED BY CITY 43

Section 4.05 GROUND HANDLING SERVICES BY AIRLINE OR OTHERS 45

Section 4.06 REMOVAL OF DISABLED AIRCRAFT 46

DRAFT

Section 4.07 AIRLINE PRECAUTIONS 46

ARTICLE 5. AIRLINE AFFILIATES 47

Section 5.01 DESIGNATION OF AFFILIATES 47
Section 5.02 RIGHTS OF AFFILIATES 48
Section 5.03 MULTIPLE AFFILIATES 48
Section 5.04 TERMINATION OF AFFILIATE 48
Section 5.05 SIGNATORY AIRLINE AS AFFILIATE 49

ARTICLE 6. RENTS AND FEES 50

Section 6.01 CONSIDERATION 50
Section 6.02 TERMINAL BUILDING RENTS 50
Section 6.03 LOADING BRIDGE FEES 50
Section 6.04 BAGGAGE HANDLING SYSTEM FEE 50
Section 6.05 APRON AREA FEES 50
Section 6.06 CARGO APRON AREA FEES 50
Section 6.07 LANDING FEES 51
Section 6.08 CITY GATE PER USE CHARGES 51
Section 6.09 OTHER CHARGES 51
Section 6.10 TIME OF PAYMENT 52
Section 6.11 PFC COLLECTION AND HANDLING 53
Section 6.12 PLACE OF PAYMENT 54
Section 6.13 ADDITIONAL RENT 54
Section 6.14 LIQUIDATED DAMAGE ON OVERDUE PAYMENTS 54
Section 6.15 PERFORMANCE GUARANTEE —AIRLINE RENTS AND FEES 55

ARTICLE 7. RATE COVENANT AND CALCULATION OF RENTS, FEES, AND OTHER CHARGES 58

Section 7.01 ANNUAL CALCULATIONS 58
Section 7.02 RATE COVENANT 58
Section 7.03 CALCULATION OF TERMINAL BUILDING RENTAL RATES 59
Section 7.04 CALCULATION OF APRON AREA FEES 60
Section 7.05 CALCULATION OF CARGO APRON AREA FEES 61
Section 7.06 CALCULATION OF LOADING BRIDGE FEE 62
Section 7.07 CALCULATION OF BAGGAGE HANDLING SYSTEM FEE 63

DRAFT

Section 7.08 CALCULATION OF LANDING FEE RATE 64
Section 7.09 ADJUSTMENTS 65
MIDYEAR ADJUSTMENT 65
EXTRAORDINARY ADJUSTMENTS OF RENTS, FEES, AND CHARGES 66
LANDING FEE VARIANCE ADJUSTMENT 66
EXTRAORDINARY PAYMENTS BY AIRLINE 66

ARTICLE 8. MONTHLY ACTIVITY REPORTS 68

Section 8.01 REQUIRED MONTHLY ACTIVITY REPORTS 68
Section 8.02 FAILURE TO FURNISH REPORT 68

ARTICLE 9. CAPITAL IMPROVEMENTS 69

Section 9.01 CAPITAL IMPROVEMENT COORDINATION WITH AIRLINE 69
Section 9.02 CAPITAL IMPROVEMENT NOT SUBJECT TO DEFERRAL 70

ARTICLE 10. BOND RESOLUTION SUBORDINATION AND APPLICATION OF REVENUES 73

Section 10.01 SUBORDINATION TO BOND RESOLUTION 73
Section 10.02 DISPOSITION OF AIRPORT REVENUE, PASSENGER FACILITY CHARGE, AND CUSTOMER FACILITY CHARGE PROCEEDS 73
Section 10.03 REVENUES AND EXPENSE RECORDS 74

ARTICLE 11. MAINTENANCE, REPAIR, AND OPERATION OF THE AIRPORT 75

Section 11.01 CITY'S RESPONSIBILITIES 75
AIRPORT FACILITIES - GENERAL 75
AIRFIELD AREA MAINTENANCE 75
APRON AREA 75
BAGGAGE HANDLING SYSTEM 75
CARGO APRON AREA 76
LOADING BRIDGES 76
TERMINAL BUILDING - GENERAL 76
TERMINAL BUILDING PUBLIC VIEW AREAS 76
TERMINAL BUILDING JOINT USE SPACE 77
Section 11.02 AIRLINE'S RESPONSIBILITIES 77
EXCLUSIVE USE SPACE 77

DRAFT

PREFERENTIAL USE APRON AREA 78
PREFERENTIAL USE CARGO APRON AREA 78
PASSENGER LOADING BRIDGES 78
AIRLINE-CONSTRUCTED IMPROVEMENTS 78
MAINTENANCE RESPONSIBILITIES 78
PERFORMANCE BY CITY UPON FAILURE OF AIRLINE TO MAINTAIN 79
Section 11.03 ALTERATIONS AND IMPROVEMENTS 79
Section 11.04 REPAIR DAMAGE 79
Section 11.05 CITY NON-LIABILITY 79
Section 11.06 CITY'S RIGHT TO INSPECT AND MAKE REPAIRS 80

Article 12. DAMAGE OR DESTRUCTION OF LEASED PREMISES 81

Section 12.01 LEASED PREMISES INHABITABLE 81
Section 12.02 LEASED PREMISES UNINHABITABLE 81
Section 12.03 AUTOMATIC DELETION OF UNREPAIRED DAMAGED PREMISES 82
Section 12.04 AIRLINE IMPROVEMENTS AND TRADE FIXTURES REPLACEMENT 82

ARTICLE 13. INSURANCE 84

Section 13.01 CITY INSURANCE 84
Section 13.02 AIRLINE INSURANCE 84

ARTICLE 14. INDEMNIFICATION 88

Section 14.01 COMPREHENSIVE INDEMNIFICATION 88
Section 14.02 49 CFR PART 1542 AIRPORT SECURITY INDEMNIFICATION 89
Section 14.03 SOVEREIGN IMMUNITY. 89

ARTICLE 15. FEDERAL, STATE, AND LOCAL REGULATIONS 90

Section 15.01 RULES AND REGULATIONS 90
Section 15.02 NO ILLEGAL PURPOSE 91
Section 15.03 COMPLIANCE WITH STATUTES, ORDINANCES, AND REGULATIONS 91
Section 15.04 COMPLIANCE WITH ENVIRONMENTAL LAWS 92
Section 15.05 ENVIRONMENTAL REPORTS 93
Section 15.06 SURVIVAL OF OBLIGATIONS 94
Section 15.07 NONDISCRIMINATION 94

DRAFT

Section 15.08 BREACH OF NONDISCRIMINATION 95
Section 15.09 FAIR AND EQUAL FURNISHING OF SERVICES 95
Section 15.10 AFFIRMATIVE ACTION PROGRAM 95
Section 15.11 MINORITY BUSINESS ENTERPRISE 96
Section 15.12 RIGHTS OF FEDERAL GOVERNMENT 96
Section 15.13 SUBORDINATION OF AGREEMENT 96

ARTICLE 16. DEFAULT AND REMEDIES 97

Section 16.01 DEFAULT BY AIRLINE AND REMEDIES OF CITY 97
Section 16.02 DEFAULT BY CITY AND TERMINATION BY AIRLINE 100

ARTICLE 17. ASSIGNMENT AND SUBLETTING 103

ARTICLE 18. MISCELLANEOUS 104

Section 18.01 ACKNOWLEDGMENT 104
Section 18.02 AIRPORT ACCESS LICENSE/PERMIT 104
Section 18.03 AMENDMENTS 104
Section 18.04 AUTHORITY OF DIRECTOR 104
Section 18.05 BUSINESS PRIVILEGE FEES 105
Section 18.06 CAPACITY TO EXECUTE 105
Section 18.07 CITY NOT LIABLE 105
Section 18.08 COMPLIANCE BY OTHER TENANTS. 106
Section 18.09 COMPLIANCE WITH FAR PART 77 106
Section 18.10 DELIVERY OF NOTICES 106
Section 18.11 DISTRIBUTION OF FUNDS UPON TERMINATION. 107
Section 18.12 EMPLOYEES OF AIRLINE 107
Section 18.13 ENERGY CONSERVATION 108
Section 18.14 ENTIRE AGREEMENT 108
Section 18.15 EXCLUSIVENESS OF AIRLINE'S RIGHTS 108
Section 18.16 FAVORED NATIONS 108
Section 18.17 FORCE MAJEURE 109
Section 18.18 GENERAL INTERPRETATION 109
Section 18.19 GOVERNING LAW 109
Section 18.20 HOLDING OVER 109

DRAFT

Section 18.21	**HEADINGS**	**110**
Section 18.22	**INCORPORATION OF EXHIBITS**	**110**
Section 18.23	**INCORPORATION OF REQUIRED PROVISIONS**	**110**
Section 18.24	**INDEPENDENT CONTRACTOR**	**110**
Section 18.25	**NO AGENCY**	**110**
Section 18.26	**INVALID PROVISIONS**	**110**
Section 18.27	**LICENSES, FEES, AND PERMITS**	**111**
Section 18.28	**LIENS**	**111**
Section 18.29	**NATIONAL EMERGENCY**	**111**
Section 18.30	**NO AUTOMATIC RENEWALS**	**112**
Section 18.31	**NONLIABILITY OF INDIVIDUALS**	**112**
Section 18.32	**NONINTERFERENCE WITH AIRPORT OPERATIONS**	**112**
Section 18.33	**NOTICE OR CONSENT**	**112**
Section 18.34	**OBTAINING FEDERAL AND STATE FUNDS**	**112**
Section 18.35	**OPERATION OF AIRPORT**	**113**
Section 18.36	**OTHER LAND AND BUILDINGS EXCLUDED**	**113**
Section 18.37	**OWNERSHIP OF IMPROVEMENTS**	**113**
Section 18.38	**PAYMENT OF TAXES**	**113**
Section 18.39	**PUBLIC ADDRESS SYSTEM**	**113**
Section 18.40	**PUBLIC RECORDS LAWS**	**114**
Section 18.41	**PRUDENT OPERATOR**	**114**
Section 18.42	**REMEDIES TO BE NONEXCLUSIVE**	**114**
Section 18.43	**RIGHT TO AUDIT BOOKS AND RECORDS**	**115**
Section 18.44	**RIGHT TO LEASE TO UNITED STATES GOVERNMENT**	**115**
Section 18.45	**RIGHTS RESERVED TO CITY**	**115**
Section 18.46	**SEC RULE 15C2-12.**	**116**
Section 18.47	**SUBORDINATION TO AGREEMENTS WITH THE U.S. GOVERNMENT**	**116**
Section 18.48	**SUCCESSORS AND ASSIGNS**	**116**
Section 18.49	**TRIAL BY JURY**	**117**
Section 18.50	**THIRD PARTIES**	**117**
Section 18.51	**TIME IS OF THE ESSENCE**	**117**

DRAFT

LIST OF EXHIBITS

Exhibit A – Airport Layout Plan

Exhibit B – Terminal Layout Plan

Exhibit C – Airline Rented Space

Exhibit D – Baggage Handling System

Exhibit E – Terminal Building Aircraft Parking Positions

Exhibit F – Cargo Apron Aircraft Parking Positions

Exhibit G – Rental Car Service Facilities

Exhibit H – Capital Improvement Program

Exhibit I – Airline Affiliate Operating Permit

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AIRLINE OPERATING AGREEMENT
AND TERMINAL BUILDING LEASE

This Airline Operating Agreement and Terminal Building Lease ("Agreement"), made and entered into this ____ day of _____, 20__, by and between the City of Pensacola, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and _____, a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Florida (hereinafter referred to as "Airline"):

WITNESSETH:

WHEREAS, City is the owner of Pensacola International Airport (hereinafter defined and referred to as "Airport" and more completely identified on Exhibit A attached hereto and made a part hereof), which is located in the City of Pensacola, Escambia County, Florida; and

WHEREAS, Airline is engaged in the business of commercial Air Transportation as a Scheduled Air Carrier and is certificated or otherwise authorized by the United States Government to engage in such business; and

WHEREAS, Airline has requested that City grant it certain rights, privileges, and services in connection with the use of said Airport and its facilities in the conduct of Airline's business as a Scheduled Air Carrier; and

WHEREAS, City is willing to grant Airline such rights, privileges, and services upon the terms and conditions and for the consideration hereinafter stated; and

WHEREAS, City and Airline deem it desirable to enter into a written agreement setting forth the respective rights, privileges, obligations, and duties of the parties hereto and defining the rights, services, and privileges granted and the terms, conditions, and consideration on which they are granted;

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NOW, THEREFORE, for and in consideration of the Leased Premises and the mutual covenants herein contained and the rents, fees, and charges to be paid by Airline, it is agreed and understood by and between City and Airline as follows:

ARTICLE 1. DEFINITIONS

Section 1.01 DEFINITIONS

The capitalized terms used this Agreement shall have the meanings indicated in this Article 1 unless the context clearly indicates otherwise. Words used in this Agreement in the present tense include the future as well as the present. Words used in the masculine gender include the feminine and neuter. The singular number includes the plural, and the plural includes the singular. The word "person" means a corporation, limited liability company, partnership or other legal entity, as well as a natural person. Additional words and phrases used in this Agreement but not defined herein shall have the meanings set forth in the Bond Resolution (as defined below) or, if not so set forth, shall have their usual and customary meanings.

"Affiliate" shall mean any Air Transportation Company providing Air Transportation at the Airport that: (i) has been properly designated by Airline as an Affiliate in a fully executed Affiliate Operating Permit; (ii) (a) is a parent, has a common parent with, or is a subsidiary of Airline designating such Air Transportation Company as its Affiliate or (b) otherwise operates under the same or a similar trade name at the Airport as Airline designating such Air Transportation Company as its Affiliate or (c) operates flights at the Airport under an International Air Transport Association (IATA) flight designator code as Airline; and (iii) is not a Signatory Airline.

"**Affiliate Operating Permit**" shall mean the Affiliate Operating Permit attached hereto as Exhibit I.

"Agreement" shall mean this Airline Operating Agreement and Terminal Building Lease between City and Airline, as the same may be amended, modified or altered from time to time pursuant to the terms hereof.

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"Aircraft Arrivals" shall mean any aircraft arrivals at the Airport (including, without limitation, scheduled, charter, sightseeing, training, test, ferry, courtesy, and inspection flights, or any other flights) operated by an Air Transportation Company. Aircraft Arrivals shall not include any flight by aircraft owned or operated by the U.S. Government or flights that immediately return to the Airport because of mechanical, meteorological, or other precautionary reasons.

"Aircraft Parking Positions" shall mean the positions in the Airport's Apron Area designated on Exhibit E where aircraft are required to park in order to receive and discharge passengers.

"Air Transportation" shall mean the carriage of persons, property, cargo, or mail by aircraft to and/or from the Airport.

"Air Transportation Business" shall mean that business operated at the Airport providing Air Transportation, including all activities reasonably necessary to such operation. However, for the avoidance of doubt, the term "Air Transportation Business" does not include sale of ground handling and other services.

"Air Transportation Company" shall mean a legal entity engaged in an Air Transportation Business.

"Airline" shall mean the Air Transportation Company that has executed this Agreement and is identified in the first paragraph of this Agreement.

"Airline Rental Rate" shall mean the rate per square foot calculated by dividing the Airline Terminal Building Rental Requirement by the Airline Rented Space for each Fiscal Year as contained in Section 7.03d.

"Airline Rented Space" shall mean the total number of square feet in the Terminal Building for which the airlines are obligated to pay rent to the Airport.

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"Airline Rentable Space" shall mean the total number of square feet in the Terminal Building that are designed and designated for use by Air Transportation Companies.

"Airline Revenues" shall mean those rentals, fees, charges and other income received by the City from Air Transportation Companies, including but not limited to Terminal Building Rental Rates, the Apron Area Fee, the Cargo Apron Fee, the Loading Bridge Fee, the Baggage Handling System Fee, and the Landing Fee rate.

"Airline Terminal Building Rental Requirement" shall be calculated by multiplying the Terminal Building Average Rental Rate per square foot by the amount of Airline Rentable Space in the Terminal Building for each Fiscal Year as contained in Section 7.03c.

"Airport" shall mean Pensacola International Airport as it now exists or as it shall be or may be modified in the future, currently as shown on Exhibit A.

"Airport Budget" shall mean the Airport capital and operating budgets and allocated administrative costs prepared and periodically revised and updated by the Mayor and duly adopted by Pensacola City Council for a Fiscal Year.

"Airport Cost Centers" shall mean the following cost centers, which during the Term shall be used in accounting for Airport revenues and expenses and for calculating and adjusting certain rentals and fees described herein:

1. **"Terminal Building"** shall mean the terminal building serving the airlines as it now exists or as it may hereafter be reconstructed, modified, changed, or developed in accordance with the terms hereof, currently as shown on Exhibits A, B, C, and E.

2. **"Baggage Handling System"** shall mean the Baggage Handling System located in the Terminal Building that serves the airlines as it now exists or as it may hereafter be reconstructed, modified, changed, or developed in accordance with the terms hereof, currently as shown on Exhibit D.

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3. **"Terminal Area"** shall mean the landside access roads and parking areas surrounding the Terminal Building, as such areas now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof, currently as shown on Exhibit A.

4. **"Airfield Area"** shall mean those areas of the Airport, as such areas now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof, that provide for landing and takeoff, taxiing, parking, or other operations of aircraft but excluding the Apron Area, Cargo Apron Area, and Remote Parking Area, currently as shown on Exhibit A.

5. **"Apron Area"** shall mean the areas, as such areas now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof, dedicated to parking, servicing, and ground handling of passenger aircraft at the Terminal Building, currently as shown on Exhibits A and E.

6. **"Cargo Apron Area"** shall mean the areas, as such areas now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof, dedicated to parking, servicing, and ground handling of cargo aircraft or other aircraft currently as shown on Exhibit F.

7. **"Loading Bridges"** shall mean the passenger loading bridges owned and maintained by City serving aircraft parked at the Gates as they now exist or as they may be modified, changed, or relocated from time to time, currently as shown on Exhibit E.

8. **"Rental Car Service Facilities"** shall mean the areas, as such areas now exist or as they may hereafter be modified, changed, or developed, dedicated to rental car service facilities, currently as shown on Exhibit G.

9. **"Other Buildings and Areas"** shall mean those portions of the Airport not included in the preceding Airport Cost Centers, including the facilities, installations, and

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improvements thereon as they now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof.

"Airport Landing Fee Requirement" shall be calculated as the total costs and transfers allocated to the Airfield Area Cost Center for each Fiscal Year as contained in Section 7.08a less Airline Revenues and Non-Airline Revenues as provided in Section 7.08b.

"Airport Layout Plan" shall mean the plan, as it may be amended from time to time, required to be submitted by Airport to the Federal Aviation Administration for review and acceptance showing the layout of the Airport and the current uses of the facilities at the Airport. The current version of the Airport Layout Plan is shown on Exhibit A.

"Airport Purposes" shall mean actions or undertakings by City reasonably relating to the development, operation, maintenance and preservation of the Airport for air commerce.

"Airport Revenue" shall mean all income, receipts, earnings, and revenues received by or accrued to City from the ownership or operation of the Airport, excluding, except to the extent deposited in the Airport Revenue Fund: (a) gifts, grants, and other funds that are restricted by their terms to purposes inconsistent with the payment of Operation and Maintenance Expenses or payment of Obligations; (b) net insurance proceeds, to the extent that the use of such net insurance proceeds is restricted to a use inconsistent with the payment of Operation and Maintenance Expenses or the payment of Obligations; (c) any transfer from the Capital Fund to the Airport Revenue Fund, except for transfers from the Prepaid Revenue Account; (d) revenues derived from or with respect to any Special Purpose Facility; (e) any gain from the sale, exchange, or other disposition of capital assets of the Airport; (g) any unrealized gains on securities held for investment by or on behalf of City; (h) any gains resulting from changes in valuation of any financial "SWAP" instruments; (i) any unrealized gains from the write-down, reappraisal, or revaluation of assets; (j) the proceeds of Obligations; (k) facilities construction credits; (l) Passenger Facility Charges unless specifically pledged by City; (m) Customer Facility Charges (except to the extent they are used to reimburse the Airport for rental car facility operating and maintenance expenses); (n) investment income derived from any moneys or securities that may be placed in escrow or trust to defease Obligations;

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(o) any arbitrage earnings required to be paid to the United States of America pursuant to Section 148 of the United States Code; and (p) interest earnings or other investment earnings on any restricted funds for capital projects such as the Capital Investment Account and the Construction Fund established pursuant to any Bond Resolution unless otherwise provided in such Bond Resolution.

"Annual Debt Service Requirement" shall have the same meaning as defined in the Bond Resolution.

"Apron Area Fee" shall be calculated by dividing the Apron Area Requirement by the total linear feet in the Apron Area measured 100 feet from the Terminal Building for each Fiscal Year as contained in Section 7.04b.

"Apron Area Requirement" shall mean the total costs and transfers allocated to the Apron Cost Center for each Fiscal Year as contained in Section 7.04a.

"Baggage Claim Area" shall mean the areas, as they now exist or as they may hereafter be modified, changed or developed in accordance with the terms hereof, used by passengers for baggage claim and pick-up. The current Baggage Claim Area is shown on Exhibits C and D.

"Baggage Handling Areas" shall mean the areas supporting the Baggage Handling System as shown on Exhibit D as they now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof. The Baggage Handling Areas include the areas occupied by baggage conveyor systems, baggage screening areas, baggage makeup, tug lanes for transporting baggage, baggage breakdown areas, and the Baggage Claim Area as shown on Exhibits C and D.

"Baggage Handling System" shall mean the baggage handling system as it now exists or as it may hereafter be modified, changed or redeveloped in accordance with the terms hereof. The current Baggage Handling System is depicted on Exhibit D.

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"Baggage Handling System Fee" shall be calculated by prorating monthly the Baggage Handling System Fee Requirement among the Signatory Airlines using the Joint Use Formula for each Fiscal Year as contained in Section 7.07b.

"Baggage Handling System Fee Requirement" shall be defined as the total allocated costs and transfers of the Baggage Handling System Cost Center for each Fiscal Year as contained in Section 7.07a.

"Bond Resolution Funds" shall mean those funds and accounts established by and funded in accordance with the Bond Resolution and described herein:

1. **"Airport Revenue Fund."** All Airport Revenue derived from operation of the Airport is deposited as received into the Airport Revenue Fund. All moneys shall be used and applied in the priority indicated below.

2. **"Rebate Fund."** Amounts in the Rebate Fund shall be used to make payments to the United States Treasury in the amounts and at the times required by Section 148 of the Internal Revenue Code of 1986, as amended from time to time.

3. **"Operation and Maintenance Fund."** Amounts shall be used to make payments out of the Operation and Maintenance Fund by City from time to time for the necessary expenses for the maintenance, operation, repair, and ordinary replacement of the Airport.

4. **"Bond Fund."** Amounts shall be paid out of the Bond Fund from time to time as necessary for the payment of required interest and principal due on any Bonds outstanding and payable from Airport Revenue.

5. **"Debt Service Reserve Fund."** Amounts shall be paid out of the Debt Service Reserve Fund from time to time as necessary for the payment of interest and principal due on any Bonds outstanding and payable from Airport Revenue to the extent that other moneys are not available within the Bond Fund.

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6. **"Operation and Maintenance Reserve Fund."** Amounts shall (1) be paid out of the Operation and Maintenance Reserve Fund for the necessary expenses for the maintenance, operation, repair, and ordinary replacement of the Airport to the extent that other moneys are not available in the Operation and Maintenance Fund for such purposes and (2) also be used to cure deficiencies in the Rebate Fund or the Bond Fund in accordance with the Bond Resolution.

7. **"Renewal and Replacement Fund."** Amounts shall (1) be paid out of the Renewal and Replacement Fund from time to time for the costs of unanticipated or emergency repairs, renewals, and replacements to the Airport and (2) also be applied to deficiencies in the Rebate Fund, Operation and Maintenance Fund, and the Bond Fund in accordance with the Bond Resolution.

8. **"Subordinate Securities Fund."** Amounts shall be paid out of the Subordinate Securities Fund from time to time as necessary for the payment of any Obligations of the Airport payable from Airport Net Revenues junior and subordinate to the Bonds.

9. **"Capital Fund."** Amounts in the Capital Fund shall be available for any lawful Airport purpose as permitted by the Bond Resolution and shall be applied during the term of this Agreement in the following priority:

    a. **"PFC Capital Account."** Amounts shall be paid out for PFC approved Pay/Go projects and debt service on bonds, loans, or notes the proceeds of which were used to pay the cost of PFC approved projects.

    b. **"Customer Facility Charge Capital Account."** Amounts shall be paid out from time to time for rental car "Pay/Go" capital projects, maintenance and operation expenses allocable to rental car facilities, and debt service on bonds, loans, or notes the proceeds of which were used to pay the costs of rental car facilities.

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c. **"Capital Improvement Account."** Amounts shall be paid out of the Capital Improvement Account from time to time for Capital Improvements at the Airport.

d. **"Prepaid Revenue Account."** The balance in the Prepaid Revenue Account, after deducting for deposits to the Cash Reserve Account, shall be transferred to the Airport Revenue Fund at the beginning of each Fiscal Year and used as a credit in calculating the Landing Fee rate for Signatory Airlines.

e. **"Cash Reserve Account"** is funds set aside to improve the Airport's Bond Rating with an initial amount of $3,000,000 plus accumulated interest by ensuring sufficient reserves to cover deficits that may result in the Airport Revenue Fund.

"Bonds" shall mean Airport revenue bonds as authorized by the Bond Resolution, both serial and term, heretofore and hereafter issued by City or any other similar or substitute debt financing instrument (including but not limited to notes, certificates, and commercial paper) which may or may not be junior or subordinate to Airport revenue bonds that might be issued and secured by Airport Revenue.

"Bond Resolution" shall mean Resolution No. 2025-53, adopted September 11, 2025, as it has been or may be amended or supplemented from time to time, and any other resolution of City regulating or authorizing the issuance of Bonds, as amended or supplemented from time to time, other than Special Purpose Facility Bonds, payable from Airport Revenue.

"Business Privilege Fee" shall mean a nondiscriminatory fee levied on any person or company for the privilege of conducting business at the Airport and included in the Airport Budget after consultation with the Signatory Airlines in accordance with the procedures set out in Section 18.05 below. The Business Privilege Fee shall be based on a percentage of gross revenues derived by third party contractors or Airline, as the case may be. Airline's Air Transportation Business at the Airport shall not be subject to the Business Privilege Fee. Airline's ground handling and servicing of its Affiliates is not subject to the Business Privilege Fee.

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"Capital Improvement" shall mean any single item having a cost of at least Two Hundred Fifty Thousand Dollars ($250,000) and a useful life in excess of five (5) years, acquired, purchased, or constructed to improve, maintain, or develop the Airport as well as any extraordinary or substantial expenditure whose object is to preserve, enhance, or protect the Airport.

"Capital Outlay" shall mean equipment and capital outlays for individual items costing less than Two Hundred Fifty Thousand Dollars ($250,000) and with a useful life of five (5) years or less.

"Cargo Apron Area Fee" shall be calculated by dividing the Cargo Apron Area Requirement by the number of aircraft parking positions in the Cargo Apron Area for each Fiscal Year as contained in Section 7.05b.

"Cargo Apron Area Requirement" shall mean the total costs and transfers allocated to the Cargo Apron Area Cost Center for each Fiscal Year as contained in Section 7.05a.

"Pay Go/Net Customer Facility Charge" shall mean the amount of total amount each Fiscal Year of Customer Facility Charge proceeds collected by the rental car companies from their customers at the Airport less the amount of the ready/return parking requirement and the rental car service facilities requirement at the Airport. The ready return parking requirement is the amount of costs to be recovered from the rental car companies to pay the allocated Operation and Maintenance Expenses and debt service of providing ready/return parking spaces in the parking garage for the rental car companies. The rental car service facilities requirement is the amount of costs to be recovered from the rental car companies pay the allocated Operation and Maintenance Expenses and Debt Service of providing the rental car service centers for the rental car companies.

"Chargeable Landings" shall mean all Revenue Landings and Non-Revenue Landings at the Airport.

"Competitive Credit" shall mean a credit to the calculation of airline rents, fees, and charges. The purpose of the Competitive Credit is to keep Airline's Airport cost per Enplaned Passenger competitive with that of other airports similarly situated for the development and retention of air

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service. Determination of the amount of this credit will be incorporated in the Airport Budget and is subject to the availability of funds.

"Coverage" shall mean twenty-five percent (25%) of the Debt Service payable on Bonds in each Fiscal Year.

"Customer Facility Charges" or "CFCs" shall mean charges collected or to be collected by the rental car companies and remitted to City pursuant to the Airport Rental Car Concession Agreement and the Rental Car Policy in the City Code. CFCs are not Airport Revenue and are dedicated for paying the capital and operating costs of rental car facilities. This term includes interest earnings on Customer Facility Charge proceeds.

"Debt Service" shall mean any principal, interest, premium, and other fees and amounts either paid or accrued for Bonds, and such other accounts which may be established for payment of principal, interest, premium and other fees and amounts associated with the Obligations due and expected to be due during the Fiscal Year, excluding interest payable from capitalized interest.

"**Deplaned Passenger**" shall mean any passenger disembarking aircraft at the Airport.

"Director" shall mean the Airport Director, being the person currently authorized by the Mayor to exercise functions with respect to the rights and obligations of City under this Agreement, or such other person or persons authorized by the Mayor from time to time to exercise functions with respect to the rights and obligations of City under this Agreement. The term also includes any person expressly designated from time to time by the Director or the Mayor to exercise functions with respect to the rights and obligations of the Director under this Agreement.

"Enplaned Passengers" shall mean any passenger boarding aircraft at the Airport.

"Environmental Laws" shall mean, collectively, all applicable federal, state, water management district, and local environmental, land use, occupational safety, and health laws, rules, regulations, and ordinances, and common law, applicable to City, the Airport, the Leased Premises, or Airline,

including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.)("CAA"); the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j), the Federal Water Pollution Control Act (commonly known as the Clean Water Act) (33 U.S.C. §§ 1251-1387), and Sections 253, 373, 376 and 403, Florida Statutes, as any of the foregoing may hereafter be amended, any applicable rule or regulation pursuant thereto, and any other present or future applicable law, ordinance, rule, regulation, code, permit or permit condition, order, notice of violation, decree, consent agreement, or directive addressing any environmental, safety, or health issue of or by the federal government, the State of Florida, or a political subdivision thereof, or any agency, court, or body of the federal government or the State or other political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions.

"Exclusive Use Space" shall mean the space leased under this Agreement by City to Airline for Airline's exclusive use, currently as shown on Exhibits B and C.

"FDOT" or "Florida Department of Transportation" shall mean the executive agency that is charged with the establishment, maintenance, and regulation of public transportation in the State of Florida, presently known as the Florida Department of Transportation, and any agency of the State of Florida that succeeds to the rights, responsibilities, and jurisdiction of the Florida Department of Transportation with respect to airports.

"FAA" or "Federal Aviation Administration" shall mean the Federal Aviation Administration created by the federal government under the Federal Aviation Agency Act of 1958 or such similar federal agency as may from time to time have similar jurisdiction over Airline or its business.

"Fiscal Year" shall mean the twelve (12) month period beginning October 1 of any year and ending September 30 of the following year or any other period adopted by City as its fiscal year for its financial affairs.

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"Gate" shall mean each portion of the Terminal Building consisting of a Passenger Holdroom and associated Apron Area and Loading Bridge.

"Ground Handling Services" shall mean cabin services, aircraft catering, ramp services, refueling, passenger services, and field operations services.

"Hazardous Substances" shall mean any hazardous, toxic, or harmful substances, wastes, materials, pollutants, or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, paint containing more than 0.5% lead by dry weight ("Lead Based Paint"), infectious substances, or raw materials which include hazardous constituents), or any other substances or materials that are regulated by Environmental Laws.

"Joint Use Formula" shall mean a formula that is used to prorate the specified charge for Joint Use Space or services or facilities leased or used by Airline and one or more other Signatory Airlines as follows: For purposes of the Joint Use Formula only, Affiliates of a Signatory Airline are included in the term "Signatory Airline". Before applying the Joint Use Formula, the Director will deduct, from the Joint Use Space requirement, use fees obtained from other than Signatory Airline users. The net Joint Use Space requirement shall be prorated as follows: Ten percent (10.0%) of the specified charge shall be prorated equally among the Signatory Airlines using the applicable space, services or facilities and ninety percent (90.0%) of such charge shall be prorated among such Signatory Airlines based on the number of Enplaned Passengers of each Signatory Airline. For invoicing, the Director will use the most recent month's information available to calculate the ninety percent (90.0%).

"Joint Use Space" shall mean the premises leased by City to Airline and one or more other of the Signatory Airlines, currently as shown on Exhibits A, B, and C.

"Landed Weight" shall mean the maximum gross certificated landed weight, in thousand (1,000) pound units, that Aircraft Arrivals operated by Airline is authorized by the FAA to land at Airport,

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as recited in each Airline's flight manual governing that aircraft type. For all Landed Weight computations, said sum shall be rounded up to the nearest thousand (1,000) pound unit.

"Landing Fee" shall mean a fee expressed in tenths of a cent per thousand pounds of the Landed Weight of each type of Airline's aircraft and shall be multiplied by the total of all Landed Weight for all Chargeable Landings of each type of aircraft landed at the Airport by Airline.

"Leased Premises" shall mean the Exclusive Use Space, Preferential Use Space, Joint Use Space and Loading Bridges leased by Airline.

"Loading Bridge" shall mean a moveable, enclosed connector that extends from the airport terminal gate to an aircraft's door for the purposes of passengers boarding or disembarking an aircraft directly to or from the Terminal Building**.**

"Loading Bridge Fee" shall be calculated by dividing the Loading Bridge Requirement by the total number of Loading Bridges for each Fiscal Year pursuant to Section 7.06b.

"Loading Bridge Requirement" shall be defined as the total costs and transfers allocated to the Loading Bridge Cost Center for each Fiscal Year pursuant to Section 7.06a.

"Operation and Maintenance Expenses" shall, as further described in the Bond Resolution, mean City's annual expenses of maintaining, operating, repairing, and administering the Airport, including City overhead reasonably allocable to the Airport; taxes, and assessments, if any; and expenses for defending, settling, or satisfying litigation, as set forth in the Airport Budget determined in accordance with generally accepted accounting principles. The categories of overhead expense allocable by City to the Airport shall also be determined in accordance with generally accepted accounting principles.

"**Mayor**" shall mean the elected officer serving as the Chief Executive of the City of Pensacola, Florida, pursuant to its charter.

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"Net Airline Landing Fee Requirement" shall be calculated by deducting the estimated Non-Signatory Landing Fees and the transfer from Prepaid Revenue Account from the Airport Landing Fee Requirement for the previous Fiscal Year as contained in Section 7.08b.

"Net Terminal Building Requirement" shall mean the Terminal Building Requirement less the estimated amount of revenues from the Terminal Building food & beverage concession, the Terminal Building news & gift concession, Terminal Building advertising, TSA Terminal Building rent, and TSA's law enforcement officers reimbursement (if any) for each Fiscal Year as described in Section 7.03b.

"Non-Airline Revenues" shall mean those rentals, fees, charges and other income received by the City from all Airport operations including income from lessees, permittees, concessionaires, users, and patrons other than Air Transportation Companies.

"Non-Revenue Landing" shall mean any aircraft landing by Airline at the Airport for a flight for which Airline receives no revenue, and shall include irregular and occasional ferry or emergency, which shall include any flight, that after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution.

"Non-Signatory Airline" shall mean an Air Transportation Company who is providing Air Transportation to and from the Airport that has not executed an agreement materially identical to this Agreement. The minimum Non-Signatory Airline rates and charges shall be equal to one hundred thirty percent (130%) of the rates and charges for Signatory Airlines.

"Non-Signatory Landing Fee" shall mean a fee which is not less than one hundred thirty percent (130%) of the Signatory Airlines Landing Fee rate calculated pursuant to this Agreement. The Non-Signatory Landing Fee is expressed in one thousand (1,000) pound units of Landed Weight of each type of the Non-Signatory's Airline aircraft and will be multiplied by the total of all Landed Weight for all of the Non-Signatory Airline's landings at the Airport for the Fiscal Year.

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"Obligations" shall mean any debt or obligation of City with respect to the Airport, including any Bonds issued pursuant to the Bond Resolution or other issuing instrument, as applicable.

"Passenger Facility Charges" or "PFCs" shall mean those charges due and payable to City pursuant to the authority granted to City by 49 U.S.C. Section 40117 and 14 Code of Federal Regulations (CFR) Part 158, as amended from time to time, in respect of any component of the Airport and interest earnings thereon, net of amounts that collecting air carriers are entitled to retain for collecting, handling, and remitting such PFC revenues.

"Passenger Holdrooms" shall mean the Preferential Use passenger waiting rooms located inside the Terminal Building adjacent to the associated Preferential Use Apron Area Aircraft Parking Position.

"Personal Property" shall mean the equipment, inventory, furniture, trade fixtures, and supplies owned or leased by Airline, and installed or used at the Airport in accordance with this Agreement in the conduct of Airline's Air Transportation Business, which is removable without material permanent injury or damage to the Leased Premises or any other portion of City-owned property.

"Planning Project" shall mean a structured process within project management that defines the scope, objectives, and approach for a project, outlining how it will be executed to achieve its goals.

"Preferential Use" shall mean the nonexclusive use, to which Airline has priority over all other users, subject to the applicable provisions of this Agreement and applicable Rules and Regulations.

"Preferential Use Space" shall mean the premises leased under this Agreement by City to Airline for Preferential Use as more particularly set forth on Exhibits B, C, and E. Preferential Use Space consists of the following: Passenger Holdrooms, Apron Area and Cargo Apron Area. In addition, Loading Bridges shall be treated as Preferential Use Space.

"Reasonable Wear and Tear" shall mean the deterioration resulting from normal use and that could not be prevented by routine maintenance.

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"Remote Parking Area" shall mean those Aircraft Parking Positions designated for the parking of aircraft that cannot be accommodated at the Terminal Building, Apron Area or the Cargo Apron Area as set forth on Exhibit A. From a financial management standpoint, the Remote Parking Area is in the Other Buildings and Areas Cost Center.

"Revenue Landing" shall mean any aircraft landing by Airline at the Airport for which Airline receives revenue.

"Rules and Regulations" shall mean those rules and regulations promulgated by City or the Director governing the use of facilities, conduct, and operations at the Airport by both the Air Transportation Companies and other Airport tenants as they are on the date of this Agreement and as amended, modified, changed or supplemented from time to time after reasonable notice to airlines; provided, however, that such Rules and Regulations do not conflict with the applicable provisions of federal, local or state law or the provisions of this Agreement or increase Airline's obligations under this Agreement.

"Scheduled Air Carrier" shall mean any Air Transportation Company performing or desiring to perform, pursuant to published schedules, seasonal or non-seasonal commercial Air Transportation services over specified routes to and from the Airport and holding the necessary certificates or other authorization from the appropriate federal or state agencies to provide such transportation.

"Signatory Airlines" shall mean Airline and other Air Transportation Companies providing Air Transportation to and from the Airport that have executed agreements with City materially identical to this Agreement covering such Air Transportation Company's use and occupancy of facilities at the Airport.

"Special Purpose Facility" shall mean capital improvements or facilities located on any property owned or leased by City and located at Airport that are financed by the issuance of Special Facilities Revenue Bonds, bank loans, note, or other debt instruments or financing mechanisms.

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"Special Facilities Revenue Bonds" shall mean bonds**,** bank loans, notes, other debt instruments or financing mechanisms and other debt of City which is secured by and payable solely from rentals or other charges derived by City under a lease, sale or other agreement (or any document securing the same) between City and the person, firm or corporation utilizing the Special Purpose Facilities financed thereby.

"SWAP" shall mean a derivative agreement that includes, without limitation, (i) any contract known as or referred to or which performs the function of an interest rate swap or exchange agreement, currency swap agreement, forward payment conversion agreement or futures contract; (ii) any contract providing for payments based on levels of, or changes or differences in, interest rates, currency exchange rates, or stock or other indices; (iii) any contract to exchange cash flows or payments or series of payments; (iv) any type of contract called, or designed to perform the function of, interest rate floors or caps, options, puts or calls, to hedge or minimize any type of financial risk, including, without limitation, payment, currency, rate or other financial risk; and (v) any other type of contract or arrangement that City entering into such contract or arrangement determines is to be used, or is intended to be used, to manage or reduce the cost of Obligations incurred or anticipated to be incurred, to convert any element of Obligations incurred or anticipated to be incurred from one form to another, to maximize or increase investment return, to minimize investment return risk or to protect against any type of financial risk or uncertainty and, in each case, which is designated by City as a Swap for purposes of this Agreement.

"TSA" shall mean the Transportation Security Administration of the Department of Homeland Security, or its authorized successor.

"Term" shall mean the period of time during which Airline's activities at the Airport shall be governed by this Agreement. Said Term shall begin on the Effective Date, and, except as otherwise set forth herein, terminate on the date set forth in Article 2.

"Terminal Building Average Rental Rate" shall mean the rate per square foot calculated by dividing the Net Terminal Building Requirement by the Total Space in the Terminal Building for each Fiscal Year as contained in Section 7.03c.

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"Terminal Building Rents" shall mean the rents for the Airline's Exclusive Use, Space, Preferential Use Space, and Joint Use Space in the Terminal Building calculated in accordance with Article 7 hereof.

"Terminal Building Requirement" shall be the total allocated costs and transfers of the Terminal Building Cost Center calculated each Fiscal Year as contained in Section 7.03a.

"Total Landed Weight" shall mean the sum of the aggregate Landed Weights for aircraft arrivals over a stated period of time. Said sum shall be rounded up to the nearest thousand (1,000) pound unit for all Landing Fee computations.

"Total Space" shall mean the total square feet in the Terminal Building.

Section 1.02 CROSS-REFERENCES

All references to articles, sections, and exhibits in this Agreement relate to material in this Agreement, unless specifically noted otherwise.

END OF ARTICLE

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ARTICLE 2. TERM

Section 2.01 TERM

This Agreement shall become effective at 12:00 a.m. Central Standard Time, on October 1, 2025, and continue for a period of five (5) years until 12:00 a.m. Central Standard Time, on September 30, 2030 ("Term").

Section 2.02 EXTENSION OF TERM

This agreement will automatically renew at the end of the Term for five (5) additional years through 12:00 a.m. Central Standard Time, on September 30, 2035 unless Airline provides written notice at least six (6) months prior to the end of the then current Term that they wish to operate under the non-signatory status if, but only if, at the end of such then current Term, Airline is not in default under any of the provisions of this Agreement and is not then the subject of a bankruptcy, receivership, or similar proceeding in any federal or state court. The City agrees to similarly extend the term of all Signatory Airlines; provided that if any such Signatory Airline is in default of any of the provisions of its agreement with the City at the end of its then current term or is the subject of a bankruptcy, receivership, or similar proceeding in any federal or state court, the City shall not be obligated to extend the term of such agreement or permit. The City agrees to provide a written reminder sixty (60) days in advance to Airline that the period for extension for an additional five years will occur.

Section 2.03 PRIOR AGREEMENTS AND LEASES

All agreements and leases between Airline and City, related to the subject matter hereof, written or verbal, other than this Agreement, shall be deemed terminated as of at 12:00 a.m. Central Standard Time on September 30, 2025.

Section 2.04 TERM EXTENSION BY MUTUAL AGREEMENT

Provided that Airline is not in default of the terms of this Agreement, Airline agrees to meet with the Director and other Signatory Airlines no later than twelve (12) months prior to the expiration of this Agreement to determine whether this Agreement should be extended or whether a new agreement should be negotiated.

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Section 2.05 AIRLINE'S RIGHTS UPON EXPIRATION OR EARLY TERMINATION OF AGREEMENT

Upon expiration or early termination of this Agreement, all of Airline's rights, authority, and privileges to use the Leased Premises, services, and facilities of the Airport as herein granted shall cease, unless otherwise agreed by Director in writing or governed by a general operating policy of City.

Section 2.06 SURRENDER OF LEASED PREMISES

Upon expiration or early termination of this Agreement, Airline shall surrender the Leased Premises to City in substantially the same condition as such Leased Premises were in on the Effective Date of this Agreement, excepting, however, (a) Reasonable Wear and Tear, (b) damage by fire or other casualty not required by this Agreement to be repaired by Airline, its agents or employees, or by condemnation, (c) conditions existing prior to Airline's occupancy of Leased Premises, and (d) City's maintenance and repair obligations, and (e) acts of God or the public enemy.

Except as otherwise provided in this Article, Airline's Personal Property shall remain the property of Airline unless otherwise provided in subsequent agreements between Airline and City and Airline shall have the right at any time during the Term of this Agreement and prior to its expiration or early termination to remove any and all of its Personal Property from the Leased Premises or Airport. Airline agrees to repair or pay for all damages and repairs, if any, resulting from or necessitated by such removal. All City property damaged by or as a result of the removal of Airline's property shall be restored by Airline at Airline's expense to the same condition as, or better condition than, it was prior to such damage, Reasonable Wear and Tear excepted.

Any and all Personal Property not removed by Airline within thirty (30) days after the expiration or early termination of this Agreement shall be conclusively deemed to be abandoned property (provided that Airline and City do not enter into subsequent agreement for Airline to continue operating at the Airport). Airline hereby authorizes the Director to remove and dispose of its abandoned Personal Property. Airline agrees to reimburse City, promptly upon demand, for the cost of removing and disposing of its abandoned property.

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Airline's obligations under this Section 2.06 shall survive the expiration or early termination of this Agreement.

END OF ARTICLE

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ARTICLE 3. LEASED PREMISES

The Leased Premises consist of Exclusive Use Space, Preferential Use Space, and Joint Use Space as more particularly described in Exhibits B, C, D and E attached hereto and made a part hereof for all purposes. Airline hereby leases from City, and City hereby leases to Airline, the Leased Premises for the uses and purposes set forth below and for no other use or purpose without the Director's prior written consent. Exhibits B, C, D and E can be changed from time-to-time based on changes to the Leased Premises of Airline that are approved by Airline and the Director or otherwise permitted hereunder; provided that there shall be no reductions in Airline's Leased Premises unless otherwise permitted under this Agreement.

Section 3.01 AIRLINE LEASED PREMISES

The Airline Leased Premises consist of the following categories of space:

Exclusive Use Space

The following are the categories of Exclusive Use Space and the permitted uses of the space:

1. Ticketing
    a. For reserving space and selling, transferring, issuing, changing, and providing other services related to tickets for Air Transportation of passengers and the processing of small package delivery by Airline.
    b. For furnishing information to such passengers and the general public.
    c. For checking baggage of Airline's Enplaned Passengers.
    d. For handling lost and found articles.
2. Ticket Offices
    a. For administrative, customer service, and other office purposes in connection with Airline's Air Transportation Business.
    b. For passenger and customer relations.
    c. For handling lost and found articles.
3. Operations
    a. For Airline operations office.
    b. For a baggage hold area.
    c. For storage of equipment and catering supplies.

DRAFT

d. For crew space and weather, dispatch, and communications functions.

e. For handling lost and found articles.

4. Baggage Services Offices

a. For storage of, and processing claims for, mishandled, damaged, or misplaced baggage.

b. Unclaimed baggage must be stored in designated areas in the baggage service offices.

c. For other services related to baggage.

Preferential Use Space and Equipment

The following are the categories of Preferential Use Space and the permitted uses of the space:

1. Passenger Holdrooms

a. For selling, issuing, changing, and collecting passenger tickets and for issuing seat assignments.

b. For a waiting area for passengers boarding an aircraft.

c. For check-in passengers and Gate check-in of baggage.

d. For furnishing information to passengers and the general public.

e. For installing and displaying Airline corporate identification on the check-in podium and background screen.

2. Apron Area

a. For the proper parking of one aircraft per Gate in a manner that will not impede the movement of aircraft and ground equipment of other airlines, including for overnight parking.

b. For loading and unloading of passengers, cargo, and mail.

c. For servicing of aircraft with ground equipment.

3. Cargo Apron Area

a. For the parking of aircraft in assigned areas in a manner that will not impede the movement of aircraft and ground equipment of other airlines.

b. For loading and unloading of cargo and mail.

c. For servicing of aircraft.

4. Loading Bridges

a. For aircraft passenger boarding and deboarding.

b. For aircraft boarding of Airline personnel, contractors, and furnishers of services.

c. For providing Airline's aircraft with air-conditioning and 400 Hz and 28 volts ground power.

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Joint Use Space

The Joint Use Space consists of the Baggage Handling Areas of the Terminal Building all as more particularly set forth on Exhibit B.

Section 3.02 SELF-TICKET MACHINES

Airline self-ticket machines shall only be installed, operated, or maintained with the prior written approval of the Director, and will be installed within Airline's Exclusive Use Space or Preferential Use Space in specific locations as approved by the Director.

Section 3.03 TRANSITION SPACE

Airline acknowledges and agrees that at various times during the Term of this Agreement, Airline may be required, upon written notice from the Director, to relocate to and operate out of space different from that shown in Exhibit C to facilitate the construction of projects or installation of fixtures and equipment. Such relocation shall be at the cost of the City. If Airline is required to temporarily relocate to and operate out of different space, Airline's Exhibit C will be temporarily modified to reflect such transition change in square footage and space location in writing. Best efforts will be made to relocate Airline to space of a comparable size and finish. If Airline did not request the transition move, Airline shall not pay for more square footage than what is leased to Airline under this Agreement prior to the transition period during the transition period.

Section 3.04 RIGHT TO PREFERENTIAL USE OF GATES

Airline is herein granted the Preferential Use, but not the exclusive use, of its assigned Gate(s). At those times that Airline and its Affiliates have no scheduled use (scheduled service of airlines having a Ground Handling Services agreement with Airline will be taken into consideration and treated the same as Airline's and its Affiliates schedule use) for one or more of its assigned Gate(s), Airline shall allow other scheduled or nonscheduled airlines authorized by City to use Airport facilities to use such Gate(s), as circumstances and the public interest may require if non-Preferential Use gates are not reasonably available, for loading and unloading only, but in no event shall said use by others take precedence over Airline's scheduled use.

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The Director shall use commercially reasonable efforts to utilize unused Gates or common use Gates prior to allowing such airlines to utilize Airline's Preferential Use gates. The Preferential Use rights of Airline and other airlines to use Gates shall be governed by Airport's aircraft operations and Gate assignment metrics to the extent such metrics are not inconsistent with the rights granted Airline herein, but the Director shall provide Airline priority use of its leased Gate a minimum of one hour prior and one hour after Airline's scheduled arrivals and departures, as more particularly described in the Rules and Regulations.

In the event the Director assigns third parties to use Airline's Gates, City will collect a per turn use fee from the third-party user and credit Airline's rental obligation with actual per turn revenue received by City from the third parties for the use of Airline's facilities, less ten percent (10.0%) for City's handling of transactions. The City will charge the third-party user a rate equal to the highest per turn rate charged on City Gates. The City will deposit the ten percent (10%) for City's handling of transactions into the Airport's Capital Improvement Account and use the deposits to fund the Airport Capital Improvements.

Further, Airline may require such preferential airline user to enter into an agreement to provide for reimbursement rents, fees, and charges for the use of its Preferential Use Gates. Airline agrees that the per turn charge for the use of Airline's Gate will not exceed the Airport's per turn charge for a Gate.

Section 3.05 EMPLOYEE PARKING

The City will make reasonable efforts to make area(s) available to Airline and its Airport employees for employee parking. The vehicular parking facilities at the Airport, in common with employees of other airlines, tenants, and Airport-related services and such area(s) shall not be used for storage of vehicles or trailers and is subject to applicable City's Rules and Regulations. Use of the employee parking facilities is subject to the payment of such employee parking fees as may be established from time to time by the Director after review and discussion with the airlines. Such facilities shall be "Well-Lit" and located in an area designated by the Director. Well-Lit is defined as lit to the same standard as non-structural public parking at the Airport.

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Airline shall, on request of the Director, provide verification that it is only providing parking for its own employees employed at the Airport.

Section 3.06 REASSIGNMENT OF PREFERENTIAL USE SPACES

a. The City's intent is to provide at least one preferentially assigned Gate to each current Signatory Airline that had entered into the previous Airline Operating Agreement and Terminal Lease that had an effective date of October 1, 2017. The City reserves the right but not the obligation to reassign one or more of an Airline's preferential assigned Gate(s) to another Signatory Airline(s) if: (1) Airline's scheduled use of any preferentially assigned Gate plus other Air Transportation Companies assigned or accommodated to use Airline's preferentially assigned Gate whose average utilization falls below the average annual number of three (3) departures per Gate per day and (2) the City determines that there is a reasonable need for the preferential use of such Gate(s) by another Signatory Airline(s) and the replacement Signatory Airline meets the require average annual number of three (3) departures per Gate per day minimum. The City agrees that for a period commencing with the Effective Date and continuing for one year thereafter that City will not reallocate an Airline's preferentially assigned Gate(s). Upon receipt of a written notice that City intends to reallocate the Airline's preferentially assigned Gate(s) and the Airline has received such notice, the City will commence reallocating Airline's preferentially assigned Gate(s). Should reassignment occur Airline will be assigned new space. Upon reassignment, the City shall make a good faith effort to agree on the amount of reimbursement due to Airline for the cost of providing tenant improvements that are comparable to the level of tenant improvements in Airline's current Airline Premises for similar facilities and relocation costs. The costs associated with extraordinary tenant improvements will not be reimbursed by City.

b. In order to optimize passenger flow, use of the Airport facilities, minimize future capital construction or facilitate maintenance activities not limited to refurbishing of jet bridges and striping of pavement, the City reserves the right to temporarily or permanently reassign Aircraft Parking Positions and associated Preferential Use Spaces and Exclusive Use Spaces. Should any reassignment occur Airline will be assigned new space comparable in size, quality and finish. When determining which specific Preferential Use Spaces and Exclusive Use Spaces, the City shall not specify facilities that disrupt the continuity and staffing of the

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Airline's operation. Prior to any relocation the City and Airline will meet and agree on the amount of reimbursement due to the Airline for the cost of providing tenant improvements that are comparable to the level of tenant improvements in Airline's current Airline Premises for similar facilities and relocation costs. The costs associated with extraordinary tenant improvements will not be reimbursed by the City.

Section 3.07 REGIONAL/COMMUTER OPERATIONS

a. To the extent practical, aircraft that are capable of connecting to a loading bridge must use a Aircraft Parking Position equipped with a loading bridge for the enplaning and deplaning of passengers.
b. Aircraft that are not capable of connecting to a loading bridge will use those areas of the Apron Area designated by the City and will be accessed from the ramp level through commuter facilities unless otherwise approved by the City.

END OF ARTICLE

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ARTICLE 4. USES OF THE AIRPORT

Section 4.01 PERMISSIBLE USES

Subject to the terms and provisions of this Agreement, lawful ordinances of City, and the Rules and Regulations, Airline, by paying all rents, fees, and charges due and otherwise complying with all terms of this Agreement, shall be entitled to the use the Airport, in common with other duly authorized users of the Airport, for the sole purpose of providing Air Transportation. Such use may include the following purposes:

1. The operation of an Air Transportation Business by Airline.
2. The landing, taking off, flying over, taxiing, pushing, towing, loading, unloading, delivering fuel to aircraft, repairing, maintaining, conditioning, servicing, parking, storing, and testing of aircraft or other equipment of or operated by Airline or others, including the right to provide or handle all or part of the operations or services of such others.
3. Nothing herein shall restrict the Director from levying a Business Privilege Fee for operations handled by Airline on behalf of others or service provided to others. Airline shall pay City a Business Privilege Fee as established by the Director pursuant to Section 18.05 below based on the gross revenues derived by Airline from such others. This Business Privilege Fee, however, shall not apply to an Airline providing services to its Affiliates or providing services for itself. Services provided to Airline by third-party contractors will be subject to the Business Privilege Fee but Ground Handling Services provided to Airline by its Affiliate or Affiliate airline shall not be subject to such fee. If Airlines' Affiliate provides services of any nature to other Air Transportation Companies, the gross revenue received for such service are subject to the Business Privilege Fee.
4. The sale of tickets, documentations of shipments, handling of reservations, and the loading and unloading of persons, property, cargo, and mail at the Airport by such motor vehicles or other means of conveyance as Airline may desire to use in the operation of its Air Transportation Business. Any ground commercial carrier (including Airline, except for such ground transportation as Airline may provide solely for the benefit of its employees and passengers without charge) regularly transporting persons or their baggage to and from the Airport shall first secure and thereafter hold a valid permit, lease, license, or other agreement with City for

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the right to carry persons or their baggage to and from the Airport and shall pay City such rentals, fees, and percentages of the fares of such ground transportation commercial carrier for such right, as City or Director may set by agreements, ordinances, or Rules and Regulations.

5. The training of personnel in the employment of or to be employed by Airline and the testing of aircraft and other equipment utilized at the Airport in the operation of Airline's Air Transportation Business; provided, however, that said training and testing shall be incidental to the use of the Airport in the operation by Airline of its Air Transportation Business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others entitled to use of same. The Director may restrict or prohibit such training and testing operations if, in the Director's reasonable discretion, the Director deems them to interfere with the use of the Airport. Flight training and testing of aircraft and other equipment shall be undertaken by Airline only with the prior written approval of the Director, and to the extent permitted by, and subject to, the Rules and Regulations.

6. The purchase of Airline's requirements of Personal Property or services, including fuel, lubricants, food, beverage, and other passenger supplies, and any other materials and supplies used by Airline from any person or company of Airline's choice, and the making of agreements with any person or company of Airline's choice for services to be performed for Airline that are incidental to the operation of Airline's Air Transportation Business. Storage of fuel at the Airport is not permitted by this Agreement, but Airline and the Director, on behalf of City, may negotiate a separate agreement regarding the storage of fuel at the Airport. Nothing herein shall restrict the Director from levying a Business Privilege Fee on any person or company for conducting business at the Airport. Airline's, Airline Affiliates', and related organizations' and subsidiaries' sale of Ground Handling Services, other services, and goods to others Air Transportation Companies and organizations shall be subject to the Business Privilege Fee. Airline and City agree that the proceeds from the Business Privilege Fee constitute Airport Revenue and may only be used for Airport purposes.

7. The sale, disposal, and exchange of Airline's aircraft, engines, accessories and other equipment, and materials or supplies, provided that such right shall not be construed as authorizing the conduct of a separate regular business by Airline, but as permitting Airline to

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perform only such functions as are incidental to the operation of its Air Transportation Business at the Airport.

8. The servicing by Airline, or by its suppliers of materials or furnishers of services, of aircraft and other equipment operated by Airline and its Affiliates, including the provision of line maintenance or other materials or supplies, on Exclusive Use Space or Preferential Use Space or at assigned Gates or other locations designated by the Director.

9. The installation and operation of identifying signs, posters, and graphics on Airline's Exclusive Use Space and Preferential Use Space, subject to the prior written approval of the Director. Such signs shall be substantially uniform in size, type, and location with those of other airlines, consistent with Airport's graphic standards, the Rules and Regulations, and in compliance with all applicable laws and ordinances.

10. The installation, maintenance, and operation of such radio, meteorological, and aerial navigation equipment and facilities at suitable locations on the Airport as may be necessary or convenient in the opinion of Airline for its operations; provided that: (i) the location of such equipment and facilities shall be subject to the prior written approval of the Director; (ii) the use and location of such equipment and facilities shall not conflict with other equipment and facilities at the Airport; and (iii) the use and location of such equipment and facilities on the Airport shall be subject to the payment of standard rental rates established for such use.

11. The installation, maintenance, and operation of computer data lines, non-revenue generating Wi-Fi networks, telephone communications equipment, associated cables, associated conduits, and telephone communications switchgear and support computers at suitable locations on the Airport as may be necessary or convenient in the opinion of Airline for its operations; provided that: (i) the location of such equipment shall be subject to the prior written approval of the Director; (ii) the use and location of such equipment shall not interfere with the use of other equipment on the Airport; (iii) the use and location of such equipment, except for cables, on the Airport shall be only in Exclusive Use Space and Preferential Use Space for which rents, fees and charges are being timely paid by Airline pursuant to this Agreement; (iv) all cables are installed in conduits, and when such cables are no longer needed, they are promptly removed by Airline without damage to the space and the conduits are also promptly removed

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by Airline if so required by the Director; and (v) all installation and/or removal is performed in accordance with the Airport's telecommunications infrastructure and security requirements.

12. The installation, maintenance, and operation of passenger clubs, lounges, or VIP rooms in Airline's Exclusive Use Space, subject to the approval of the Director and provided that such right shall not be construed as authorizing the conduct of a separate regular business by Airline, but as permitting Airline to perform only such functions as are incidental to the conduct or operation of its Air Transportation Business.
13. Airline will require its contractors to obtain required permits from the Director and pay Business Privilege Fees promptly.
14. The storage and parking of equipment, cargo, and vehicles, but only at such locations as specifically designated by the Director.
15. The maintenance and repair of equipment and vehicles, but only at such locations as specifically designated by the Director.

Section 4.02 RESTRICTIONS

In connection with the exercise of Airline's rights under this Agreement, Airline or any of its agents, employees, directors, officers, contractors, invitees, licensees, or representatives shall not do any of the following, notwithstanding any contrary provision in this Agreement:

1. Do or permit its agents, employees, directors, or officers to do anything at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
2. Do anything that may invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
3. Keep or store, at any time, flammable or combustible liquids except in accordance with federal, State, and City laws, including the Uniform Fire Code and the Uniform Building Code. For purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the Uniform Fire Code, as that Code may be amended from time to time.

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4. Do anything that may be in conflict with 14 CFR Part 139 Airport Certification as that regulation may be amended from time to time, or jeopardize the operating certificate of the Airport.

5. Do anything that may be in conflict with 49 CFR Part 1542 Airport Security or the TSA-approved security plan for the Airport.

6. Permit any amusement machine, vending machine, public pay telephone, facsimile machine, copy machine, or other machine operated by coins, tokens, or credit cards to be installed or maintained in any publicly accessible area without the express written determination of the Director in his discretion. Airline or its nominee may, however, install, maintain, and operate vending machines in Airline's Exclusive Use Space not accessible to the public for the purpose of providing and making available foods, beverages and sundry food items to Airline's employees only.

7. Provide commercial ground transportation services to any person upon payment of any fee or charge. However, Airline is expressly excluded from the requirements of any Rules and Regulations promulgated, so long as this ground transportation is provided free of any fee or charge to any passenger (as a result of irregular operations) or employee.

8. Dispose of or permit its agents, employees, directors or officers to dispose of any waste material taken from or products used (whether liquid or solid) with respect to its aircraft into the sanitary or storm sewers at the Airport unless such waste material or products first be properly treated by equipment installed with the approval of the Director for that purpose. Such disposal shall take place only after receipt by Airline of written permission from the Director.

9. Perform aircraft engine run-ups except at locations and during time periods approved in writing in advance by the Director.

10. Enter into activities that compete with City in City's development of any Non-Airline Revenue from Airport passengers, tenants, and other users. Should the Director allow Airline to engage in non-airline business activities not specifically permitted in this Agreement, the Director may levy a Business Privilege Fee.

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Section 4.03 INGRESS AND EGRESS

Subject to the other provisions hereof and to the Rules and Regulations, and laws and regulations of federal authorities such as the TSA or the Department of Homeland Security, the following privileges of ingress and egress with respect to the Airport are hereby granted:

1. For Airline, its agents, employees, contractors, subcontractors, and permitted sublessees and assigns, access to the Exclusive Use Space, Preferential Use Space, and Joint Use Space and to space used by Airline in common with other airlines. This right shall extend to Airline's aircraft, vehicles, machinery, and equipment used in its Air Transportation Business.
2. For Airline's passengers, guests, and invitees, access to the public facing Exclusive Use Space and to other Airport areas provided for the use of Airline's passengers, guests, and invitees in common with those of other airlines, and to public facilities.
3. For Airline's suppliers of materials and furnishers of service, access to the Exclusive Use Space, Preferential Use Space, and the Joint Use Space.

The ingress and egress provided for above shall not be used, enjoyed, or extended to any person, airline, or vehicle engaging in any activity or performing any act or furnishing any service for or on behalf of Airline that Airline is not authorized to engage in or perform under the provisions hereof unless expressly authorized by the Director.

Section 4.04 CONCESSION SERVICES RIGHTS RESERVED BY CITY

Except as otherwise expressly provided herein, City reserves the exclusive right to itself, its agents, and its contracted third parties (including franchisees of other companies) to operate all concession services (including, but not limited to, food/beverage and news/gift concessions, specialty retail shops and carts, vending machines, pay telephones, facsimile machines, and other voice and data telecommunications systems, advertising displays, baggage lockers, and baggage carts) in the Terminal Building including Leased Premises, such as Passenger Holdrooms and Loading Bridge interiors and exterior areas, and to retain the revenue therefrom; provided, however, that City agrees that no concession services shall be located or operated by City or its nominees in any Exclusive Use Space or Preferential Use Space without Airline's prior consent and providing that City shall not exercise such right in a manner that will materially impede passenger ingress or

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egress or Airline's business operations. Any concession services in Airlines' Leased Premises must be approved by Airline.

After notice and consultation with Airline, the Director may place advertising in Preferential Use and Joint Use Space and on the Loading Bridge exteriors. The notice will include information about the advertiser, illustration of the advertising to be installed, and information concerning the duration of advertising in Airline's Preferential Use and Joint Use Space and on the Loading Bridge exterior. The notice to Airline will precede scheduled advertising installation by at least thirty (30) days. The Director will not allow airlines competing with Airline to advertise in Airline's Preferential Use Space and Joint Use Space and on the Loading Bridge interiors or exteriors surfaces.

City shall operate all concessions and provide such other services (with reasonable consideration to requests made by Airline) for scheduled airline passenger operations at the Airport, as it deems necessary or appropriate.

The distribution, serving or sale of food and/or beverages (including alcoholic beverages) meant to be consumed aboard Airline's aircraft by Airline or its in-flight catering provider shall be limited to Airline's passengers who are in the passenger Loading Bridge or entrance to the passenger Loading Bridge and in the process of boarding Airline's aircraft, unless in Airline's clubroom, otherwise agreed in writing by the Director, or in the event of irregular operations as described above and below. The provisions of this Section notwithstanding, all distribution of alcoholic beverages shall comply with applicable laws.

Airline may provide food and beverages, at no cost, to Airline's customers and passengers in the Passenger Holdrooms during irregular operations. For purposes of this section irregular operations are defined as situations in which actual flight operations vary materially from schedule flight operations. The provision of food and refreshments during irregular operations are not subject to the Business Privilege Fee discussed above so long as food and beverages are disseminated by Airline to Airline's ticketed passengers.

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Airline shall have the right to utilize its Exclusive Use Space for the purpose of maintaining and operating club rooms for its guests, invitees, and passengers and may serve beverages, including alcoholic beverages, and appetizers therein with or without charge and subject to all applicable laws, regulations and ordinances; provided, however, that City reserves the right to charge Airline applicable percentages of its gross revenues from the sale of food and beverages consistent with the percentages charged to its food and beverage concessionaires at the Airport, not to exceed 12% on the sale of food and nonalcoholic beverages and 14% on the sale of alcoholic beverages, provided that no such payment shall be required with respect to items obtained from concessionaires already obligated to make such payments to City with respect to such obtained items.

Except as expressly allowed in this Section or approved in writing by the Director, all other serving, distribution or sale of food or beverages by Airline at the Airport is prohibited, except in Airline's Exclusive Use Space.

Section 4.05 GROUND HANDLING SERVICES BY AIRLINE OR OTHERS

Airline may contract with or receive from other airlines serving the Airport or other companies Ground Handling Services (both above and below the wing services) for Airline's and its Affiliates' aircraft, provided that Airline provides advance written notice to the Director (or his designated representative) of such arrangements and uses reasonable efforts to ensure that such other airline or other company shall have entered into an operating permit or agreement or other similar contract with City prior to commencing Ground Handling Services with Airline. Nothing herein shall restrict City from requiring the service provider to have a permit with City or the Director from levying a Business Privilege Fee for Ground Handling Services on any person or company (including Airline when Airline is providing these services to other non-Affiliate airlines).

Airline may provide Ground Handling Services to aircraft of other airlines (other than its Affiliates) operating at the Airport provided that Airline provides advance written notice to the Director (or his designated representative) of such arrangements and uses commercially reasonable efforts to ensure that such other airline has entered into an operating permit or agreement or similar

contract with City prior to conducting its operations at the Airport. Airline's insurance, as required in this Agreement, shall provide insurance coverage for such Ground Handling Services.

Section 4.06 REMOVAL OF DISABLED AIRCRAFT

Upon release of Airline's disabled aircraft by the proper authorities, Airline shall promptly remove any such disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons, and Gate positions) and place any such disabled aircraft in such storage area as may be designated by the Director.

Airline may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by the Director. If Airline fails to remove any of its disabled aircraft promptly in accordance with this Section, the Director may, but shall not be obligated to, cause the removal of such disabled aircraft with trained personnel. However, City's election to remove or store such disabled aircraft shall not be inconsistent with federal laws and regulations. Airline agrees to reimburse City for all costs of such removal.

Alternatively, at the discretion of Airline, the disabled aircraft can be stored at an off-Airport location.

Section 4.07 AIRLINE PRECAUTIONS

Precaution shall be exercised at all times by Airline for the protection of all persons, including employees, and property. Airline shall take reasonable steps to detect hazardous conditions and shall take prompt action where loss control/safety measures shall reasonably be expected.

END OF ARTICLE

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ARTICLE 5. AIRLINE AFFILIATES

Section 5.01 DESIGNATION OF AFFILIATES

Airline may designate one or more Affiliates to operate at the Airport. In the event Airline designates an Affiliate, the following provisions shall apply to Airline and the Affiliate:

a. The Airline may not use an Affiliate at the Airport without first (i) designating the Affiliate on the form — Airline Affiliate Operating Permit, attached as Exhibits I; (ii) submitting an Affiliate Operating Permit that has been executed by duly authorized officials of Airline and the Affiliate and by the Director on behalf of City; and (iii) confirming for City, in writing that by executing the Affiliate Operating Permit, Airline will pay Affiliate's Landing Fees, Terminal Building Rents, Loading Bridge Fees, Baggage Handling System Fees, Apron Area Fees, and Cargo Apron Area Fees due to City on account of the Affiliate's use of any Airport facilities or services as an Affiliate of Airline. The City agrees that there are temporary instances when Affiliate may operate at the Airport as an Affiliate without the Airline designating the Affiliate and submitting a Affiliate Operating Permit. In those instances the Airline agrees to remain responsible for Affiliate's Landing Fees, Terminal Building Rentals, Loading Bridge Fees, Baggage Fees, Apron Fees, and Cargo Apron Fees due to City. Airline shall notify the Airport Director of such temporary instances as soon as practicable.

b. Each Affiliate of Airline shall report and pay to City all PFCs that it collects on account of enplaning passengers at the Airport at which it is operating as an Affiliate of Airline. The Airline shall pay to City all Landing Fees, Terminal Building Rents, Loading Bridge Fees, Baggage Handling System Fees, Apron Area Fees, and Cargo Apron Area Fees, and submit all activity reports, that are due to City on account of the Affiliate's use of any Airport facilities or services as an Affiliate of Airline; provided, however, that both Airline and the Affiliate shall remain fully responsible and liable to City for the payment of all Landing Fees, Terminal Building Rents, Loading Bridge Fees, Baggage Handling System Fees, Apron Area Fees, Cargo Apron Area Fees, and PFCs, and the preparation of all activity reports, that are due to City on account of the use of any Airport facilities or services by the Affiliate.

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Section 5.02 RIGHTS OF AFFILIATES

For so long as there does not exist an uncured Airline Event of Default, then:

a. Each Affiliate shall have the same rights as Airline to use Leased Premises.
b. The Landing Fees, Terminal Building Rents, Loading Bridge Fees, Baggage Handling Systems Fees, Apron Area Fees, and Cargo Apron Area Fees due on account of each Affiliate's use of Airport facilities or services shall be calculated as if the Affiliate were a Signatory Airline; provided, however, that the Affiliate's activity as an Affiliate of Airline shall be treated as activity of Airline in calculating Airline's total Enplaned Passengers for the Joint Use Formula and provided, further, that in calculating the Joint Use Formula, the Affiliate shall be treated as if it were Airline and shall not be counted as a separate Signatory Airline for purposes of proration. The Airline shall pay the rents, fees, and charges owed by its Affiliate.
c. For purposes of calculating the percentage in Section 9.01 Capital Improvement Coordination, Airline's payments of Affiliate's Landing Fees, Terminal Building Rents, Loading Bridge Rees, Baggage Handling System Fees, Apron Area Fees, and Cargo Apron Area Fees on account of the Affiliate's use of the Airport's facilities or services as an Affiliate of Airline shall be treated as Airline's payments.

Section 5.03 MULTIPLE AFFILIATES

More than one Signatory Airline may from time to time designate the same Air Transportation Company as its Affiliate, and each such Signatory Airline shall only be responsible for such Air Transportation Company's operations as its Affiliate.

Section 5.04 TERMINATION OF AFFILIATE

An Air Transportation Company's status as an Affiliate of Airline at the Airport may be terminated by Airline upon not less than thirty (30) days written notice to City. The Airline's liability to City for the payment of all Landing Fees, Terminal Building Rents, Loading Bridge Fees, Baggage Handling System Fees, Apron Area Fees, and Cargo Apron Area Fees, and other charges (including PFCs), and the submission of all activity reports, that are due to City on account of the use of any Airport facilities or services by the terminated Affiliate shall survive the termination of its Affiliate status; provided, however, that Airline shall only be responsible for such payments

and reports as relate to the terminated Affiliate's operations before its proper termination by Airline took effect.

Section 5.05 SIGNATORY AIRLINE AS AFFILIATE

If an Air Transportation Company operating at the Airport as an Affiliate of Airline becomes a Signatory Airline, such Air Transportation Company must immediately terminate its status as an Affiliate of Airline.

END OF ARTICLE

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ARTICLE 6. RENTS AND FEES

Section 6.01 CONSIDERATION

In consideration for use of the Leased Premises, facilities, rights, and privileges granted hereunder and for the undertakings of City, Airline agrees to pay City during the Term of this Agreement, without deduction or set-off those certain rents, fees, and other charges as set forth in this Article and as recalculated from time to time according to the procedures of Article 7 hereof.

Section 6.02 TERMINAL BUILDING RENTS

Airline shall pay City for its Exclusive Use Space, Preferential Use Space, and Joint Use Space in the Terminal Building monthly rent based on the annual rental rates for areas calculated each Fiscal Year in accordance with Article 7 hereof.

Section 6.03 LOADING BRIDGE FEES

Airline shall pay City a monthly fee for its Preferential Use of City-owned passenger Loading Bridges at the Terminal Building. Such fee shall be calculated each Fiscal Year in accordance with Article 7 hereof.

Section 6.04 BAGGAGE HANDLING SYSTEM FEE

Airline shall pay City a monthly fee for its use of the Baggage Handling System. Such fee shall be calculated each Fiscal Year in accordance with Article 7 hereof.

Section 6.05 APRON AREA FEES

Airline shall pay City for its Preferential Use of the Apron Area, a monthly fee based on the annual rental rates for such areas calculated each Fiscal Year in accordance with Article 7 hereof.

Section 6.06 CARGO APRON AREA FEES

Airline shall pay City for its Preferential Use of the Cargo Apron Area a monthly fee based on the annual rental rates for such areas calculated each Fiscal Year in accordance with Article 7 hereof.

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Section 6.07 LANDING FEES

Airline shall pay City for its use of the Airfield Area, including all Chargeable Landings, monthly Landing Fees based on the annual Landing Fee rate calculated each Fiscal Year in accordance with Article 7 hereof. City will use commercially reasonable efforts to charge and collect Landing Fees from all commercial Air Transportation Companies of the Airfield Area.

At no time during the Term of this Agreement shall the Landing Fee rate per 1,000 pounds of landed weight be less than thirty cents ($0.30).

Section 6.08 CITY GATE PER USE CHARGES

Airline shall pay City for its use of the Remote Parking Area and the un-leased Passenger Holdrooms, Loading Bridges, and Aircraft Parking Positions. The charges for these items will be based on the annual per use charges calculated each Fiscal Year in accordance with Article 7 hereof.

Section 6.09 OTHER CHARGES

City reserves the right to assess, and Airline agrees to pay other reasonable charges that include but would not be limited to the following:

1. Rents, fees, and charges for land, facilities, and equipment the use of which has not been conveyed above. This category of charges includes, but is not limited to, the use of Airport controlled un-leased Passenger Holdrooms, Apron Areas, Cargo Apron Areas, Loading Bridges, Remote Parking Area, Airport's Triturator, Airport aircraft de-icing equipment, and potable water cabinets.
2. Interest and penalties on Airline's delinquent rents, fees, and charges.
3. Fines levied by the Director for Airline's violations of the Rules and Regulations, lost badges, etc. per the schedule of fines set forth in the Rules and Regulations.
4. Fines levied by government authorities against the Airport for Airline's acts or failure to act.
5. Telecommunications trunk equipment charges.
6. Charges for employee parking facilities.

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7. Charges for security processing and the issuance of security identification badges for Airline's employees.

Section 6.10 TIME OF PAYMENT

The following sets forth the time of Airline payments of rents, fees, and charges to City.

Exclusive Use Space and Preferential Use Space rents shall be paid on or before the first day of each month in advance. The Airport's invoice for monthly Exclusive Use Space and Preferential Use Space rent will be transmitted to Airline by the fifteenth (15th) day of each month and is payable on or before the first day of the following month.

The Joint Use Space rents shall be paid on or before the first day of each month in advance based on an Airport invoice that will calculate the amount due based on the Joint Use Formula proration utilizing the most recent month's enplanement statistics available. The Airport's invoice for monthly Joint Use Space rent will be transmitted to Airline by the fifteenth (15th) day of each month and is payable on or before the first day of the following month.

The Loading Bridge Fees shall be paid on or before the first day of each month in advance. The Airport's invoice for the monthly Loading Bridges Fee will be transmitted to Airline by the fifteenth (15th) day of each month and is payable on or before the first day of the following month.

The Baggage Handling System Fee shall be paid on or before the first day of each month in advance based on an Airport invoice that will calculate the amount due based on the Joint Use Formula proration utilizing the most recent month's enplanement statistics available. The Airport's invoice for monthly Baggage Handling System Fee will be transmitted to Airline by the fifteenth (15th) day of each month and is payable on or before the first day of the following month.

The Apron Area Fees shall be paid on or before the first day of each month in advance. The Airport's invoice for the monthly Apron Area Fee will be transmitted to Airline by the fifteenth (15th) day of each month and is payable on or before the first day of the following month.

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The Cargo Apron Area Fees shall be paid on or before the first day of each month in advance. The Airport's invoice for the monthly Cargo Apron Area Fee will be transmitted to Airline by the fifteenth (15^{th}) day of each month and is payable on or before the first day of the following month.

Landing Fees shall be due and payable without deduction or setoff within fifteen (15) days after the last day of the month after such month of operations and shall be transmitted to the Director together with Airline's monthly statistical report.

The Airport's invoice for the monthly charges for use of the Remote Parking Area and un-leased Passenger Holdrooms, Loading Bridges, Apron Area, Cargo Apron Area, and Aircraft Parking Positions for each month of operations shall be due and payable without deduction or setoff within fifteen (15) days after the last day of the month after such month of operations.

Rents, fees, and charges not described in paragraphs (a) through (h) above shall be due and payable within thirty (30) days after transmittal of an invoice therefor by the Director.

The acceptance of any payment made by Airline shall not preclude City from verifying the accuracy of Airline's report and computations or from recovering any additional payment actually due from Airline or preclude Airline from later demonstrating that Airline's report was inaccurate and that a lesser amount was properly owed (and to recover any such overpayment).

Section 6.11 PFC COLLECTION AND HANDLING

Airline shall faithfully collect and promptly remit to City, and cause its Affiliates to faithfully collect and promptly remit to City, not less than monthly (without notice or demand by City and in accordance with 14 CFR 158 Passenger Facility Charges as this regulation may be amended from time to time) the proceeds of City's PFCs and shall punctually file, and cause its Affiliates to punctually file, quarterly reports in accordance with 49 U.S.C. 40177 and the requirements of 14 CFR 158, so long as City has an approved PFC in effect. Airline shall keep and maintain, and shall cause its Affiliates to keep and maintain, all of City's PFCs in a separate account used solely for such purpose and shall not comingle the proceeds of City's PFCs with any other monies or funds of Airline, its Affiliates or any other person or entity. The PFCs shall at all times be the sole

and separate property of City, and all PFCs collected by Airline or its Affiliates shall be held in trust by Airline and its Affiliates for the sole use and benefit of City until remitted to City. In no event shall the PFCs constitute property of the estate of Airline or its Affiliates under 11 U.S.C. Section 541 in the event of the filing of a petition in bankruptcy by or against Airline, its Affiliates or any other person or entity.

Section 6.12 PLACE OF PAYMENT

Rents, fees, and charges shall be paid in United States Dollars by wire, electronic funds transfer, or check payable to City of Pensacola, Florida, which shall be delivered or mailed, postage prepaid, to City of Pensacola, Pensacola International Airport, 2430 Airport Blvd., Ste. 225, Pensacola, FL 32504 or which may be paid by wire transfers to accounts of the Airport designated in writing by the Director. To arrange payment by wire or electronic funds transfer, Airline shall contact the Director at (850) 436-5000 for further information.

Section 6.13 ADDITIONAL RENT

City, after written notice to Airline, may, but is not obligated to, cure any default on Airline's part in fulfilling Airline's covenants and obligations under this Agreement. Actual amounts paid or costs incurred by City to cure any such default, together with an administration fee equal to fifteen percent (15%) of such actual amounts paid or costs incurred, are hereby agreed on and declared to be additional rent. Unless otherwise provided herein, all additional rent shall be due and payable on the later of either fifteen (15) days after receipt by Airline of an invoice therefor or with the next succeeding installment of monthly rent due under this Agreement. This Section will not apply in the case of a default where Airline is diligently acting to cure the default; provided that Airline is proceeding in good faith with reasonable dispatch to cure same.

Section 6.14 LIQUIDATED DAMAGE ON OVERDUE PAYMENTS

Without waiving any other right available to City in the event of a default in Airline's payment of any rents, fees, and charges under this Agreement, including Passenger Facility Charge proceeds, which continues for a period of thirty (30) calendar days or more from the date when such payment is due to City, Airline shall pay City liquidated damages, from the date such rents, fees, or charges become payable to the date of payment in a monthly amount equal to one and one-half percent

(1.5%) of the such unpaid rents, fees, and charges; provided, however, that if the maximum rate then provided by law is less than 1.5% per month, then the rate shall be such maximum lawful rate. City may, but is not obligated to, provide Airline with a written reminder when invoiced rents, fees, or charges have not been received within thirty (30) calendar days of transmittal of the invoice therefor.

Section 6.15 PERFORMANCE GUARANTEE – AIRLINE RENTS AND FEES

To guarantee and secure Airline's faithful performance of all terms and conditions contained herein, including but not limited to the timely payment of all rents, fees, and charges, Airline shall deliver to City upon the execution of this Agreement, and shall thereafter continuously maintain in effect until the expiration or termination of this Agreement, a "Performance Guarantee" in the aggregate amount of:

a. Airline's and its Affiliates estimated rents for Exclusive Use Space, Preferential Use Space, and Joint Use Space for three (3) months;

b. Airline's and its Affiliates estimated Loading Bridge Fee for three (3) months;

c. Airline's and its Affiliates estimated Apron Area Use Fee for three (3) months;

d. Airline's and its Affiliates estimated Cargo Apron Area Use Fee for three (3) months;

e. Airline's and its Affiliates estimated Baggage Handling System Fee for three (3) average months (as determined using activity data for the most recent twelve (12) calendar months to determine Airline's obligation using the Joint Use Formula); and

f. Airline's and its Affiliates estimated Landing Fees for three (3) average months (determined by multiplying Airline's estimated Landed Weight each year by twenty-five (25.00%) percent and then multiplying such product by the actual Landing Fee rate effective for the Fiscal Year).

The amount of the Performance Guarantee may be adjusted by the Director annually, or more frequently to maintain an average three (3) months rents and fees Performance Guarantee based on current rent and fee levels. Such Performance Guarantee shall be in the form of a Letter of Credit, quick pay bond (i.e., payable within ten (10) days of demand), or other instrument reasonably satisfactory in all respects to the Director, in a form reasonably acceptable to the

DRAFT

Director. The Performance Guarantee must provide that it shall automatically renew and remain in full force and effect for a period extending three (3) months following the expiration or early termination of this Agreement.

In the event City is required to draw down or collect against Airline's Performance Guarantee for any reason, Airline shall, within ten (10) business days after City's written demand, take such action as may be necessary to replenish the existing Performance Guarantee to its original value or to provide a replacement Performance Guarantee from another source so that the aggregate of the Performance Guarantee (s) is equal to the total amount required above.

In the event that any such Performance Guarantee shall be for a period less than the full period required above or if the Performance Guarantee will be cancelled, then not less than fifteen (15) days prior to the termination or cancellation of the Performance Guarantee, Airline shall provide a renewal or replacement Performance Guarantee for the remaining required period so that there is no interruption in coverage.

Airline and City agree that this Agreement constitutes an ‘unexpired lease’ for the purposes of Section 365 of the United States Bankruptcy Code (Title 11 U.S.C.) subject to assumption or rejection, and subject to the terms and conditions of assumption or rejection, as provided in said Section 365. Upon Airline's election to assume this Agreement under the United States Bankruptcy Code (Title 11 U.S.C.) or any successor statute, as such may be amended, supplemented, or replaced, City, by written notice to Airline given at any time within ninety (90) days of the date that such election becomes known to City, may impose or re-impose the Performance Guarantee requirements on Airline. In such event, Airline shall provide City with the required Performance Guarantee within ten (10) days from its receipt of such written notice and shall thereafter maintain such Performance Guaranty in effect until the expiration or termination of this Agreement. Furthermore, Airline and City agree that if Airline provides a Performance Guarantee in the form of a bond or irrevocable letter of credit, whether before or after the commencement of any bankruptcy or insolvency proceeding by or against Airline, such Performance Guarantee provided by Airline is not 'property of the estate' for purposes of Section 541 of the United States Bankruptcy Code (Title 11 U.S.C.), it being understood that any Performance Guarantee is the property of the

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third (3rd) party providing it (subject to City's ability to draw against the Performance Guarantee) and that all PFCs, less the allowable collection fees, collected by Airline with respect to Enplaned Passengers at the Airport are the property of City.

END OF ARTICLE

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ARTICLE 7. RATE COVENANT AND CALCULATION OF RENTS, FEES, AND OTHER CHARGES

Section 7.01 ANNUAL CALCULATIONS

Each Fiscal Year, beginning with Fiscal Year 2026, the Terminal Building Rental Rates, the Apron Area Fee, the Cargo Apron Area Fee, the Loading Bridge Fee, the Baggage Handling System Fee, and the Landing Fee rate will be calculated by the Director as provided in this Article 7. Any such calculation of rents, fees, and other charges will be effective on the first day of the applicable Fiscal Year or the first day of the month during the Fiscal Year following a mid-year rate adjustment.

By July 15th of each year, or as soon as practical thereafter, the Director will provide each airline then currently engaged in Air Transportation at the Airport with a complete copy of the proposed Airport Budget and exhibits showing proposed rents, fees, and charges, calculated in accordance with Article 7 of this Agreement, for the succeeding Fiscal Year. The Director will consult with such airlines concerning the proposed Airport Budget and the proposed rents, fees, and charges.

By September 1st of each year, or as soon as practical thereafter, the Director will make any revisions to the proposed rents, fees, and charges as the Director determines, in its reasonable discretion, to be warranted as a result of consultation with the airlines or otherwise, and will provide written notice to each airline then currently engaged in Air Transportation at the Airport of new rents, fees, and charges to be effective as of October 1st of that year, contingent upon the Pensacola City Council's adoption of the Budget.

Section 7.02 RATE COVENANT

The Bond Resolution contains a covenant to fix, establish, maintain and collect such rates, fees, rentals and other charges for the use and services of the Airport facilities and revise the same from time to time whenever necessary, as will always provide Net Revenues, plus Available PFC Revenues sufficient to pay one hundred twenty-five percent (125%) of the current Annual Debt Service Requirement and as will always provide Airport Revenues, which, together with PFC Revenues available for such purpose, sufficient to pay all reserve and other payments provided for in the Bond Resolution and all other obligations and indebtedness payable out of the revenues of such Airport facilities and that such rates, fees, rentals and other charges shall not be reduced so as to be insufficient to provide adequate Airport Revenues for such purposes.

Section 7.03 CALCULATION OF TERMINAL BUILDING RENTAL RATES

a. Each year, the Director will calculate the "Terminal Building Requirement" for the applicable Fiscal Year by totaling the following estimated amounts:
    1. The total of direct and indirect estimated Operation and Maintenance Expenses allocable to the Terminal Building.
    2. The total of Capital Outlays allocable to the Terminal Building
    3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds and or other obligations and or indebtedness allocable to the Terminal Building or such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).
    4. The amount of any deposit to transfer to the Debt Service Reserve Fund allocable to the Terminal Building required by the Bond Resolution.
    5. The amount of any deposit or transfer to the Operation and Maintenance Reserve Fund allocable to the Terminal Building required by the Bond Resolution.
    6. To the extent that funding is not avaible in the prepaid revenue account, the amount of any deposit or transfer to the Renewal and Replacement Fund allocable to the Terminal Building required by the Bond Resolution.
    7. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport, or its operation, allocable to the Terminal Building.
    8. The amount required to replenish any of the Bond Resolution Funds allocable to the Terminal Building.
    9. Any other expenses allocable to the Terminal Building not included above.

b. The sum of items 1 through 9 is the Terminal Building Requirement. The Terminal Building Requirement will be reduced by the estimated amount of Revenue from the Terminal Building food/beverage concession, news/gift concession, Terminal Building advertising, TSA Terminal Building rent, and TSA's Law Enforcement Officers ("LEO") reimbursement (if any) resulting in the Net Terminal Building Requirement.

c. The average rental rate per square foot will then be calculated by dividing the Net Terminal Building Requirement by the Total Space. The average rental rate per square foot will be

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multiplied by Airline Rentable Space to determine the Airline Terminal Building Rental Requirement.

d. The Airline Terminal Building Rental Requirement will be divided by Airline Rented Space to determine the Airline rental rate per square foot.

e. The rents for Airline's Exclusive Use Space and Preferential Use Space in the Terminal Building will be computed as the product of the Airline rental rate per square foot and the total amount of square footage of Airline's Exclusive Use Space and Preferential Use Space in the Terminal Building.

Section 7.04 CALCULATION OF APRON AREA FEES

a. Each year, the Director will calculate the Apron Area Requirement for the applicable Fiscal Year by totaling the following estimated amounts:

1. The total of direct and indirect estimated Operation and Maintenance Expenses allocable to the Apron Area.
2. The total of Capital Outlays allocable to the Apron Area.
3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds or other obligations or indebtedness allocable to the Apron Area or such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).
4. The amount of any deposit or transfer to the Debt Service Reserve Fund allocable to the Apron Area required by the Bond Resolution.
5. The amount of any deposit to the Operation and Maintenance Reserve Fund allocable to the Apron Area required by a Bond Resolution.
6. To the extent that funding is not avaible in the prepaid revenue account, the amount of any deposit or transfer to the Renewal and Replacement Fund allocable to the Apron Area required by the Bond Resolution.
7. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport or its operation allocable to the Apron Area.
8. The amount required to replenish any of the Bond Resolution Funds allocable to the Apron Area.

DRAFT

9. Any other expenses allocable to the Apron Area not included above.

b. The Apron Area Fee will then be calculated by dividing the Apron Area Requirement by the total linear feet in the Apron Area measured 100 feet from the Terminal Building.

c. The rents for any Apron Area assigned to Airline on a Preferential Use basis will be computed as the product of the Apron Area Fee and the linear feet assigned to Airline.

Section 7.05 CALCULATION OF CARGO APRON AREA FEES

a. Each year, the Director will calculate the Cargo Apron Area Requirement for the applicable Fiscal Year by totaling the following estimated amounts:

1. The total of direct and indirect estimated Operation and Maintenance Expenses allocable to the Cargo Apron Area.
2. The total of Capital Outlays allocable to the Cargo Apron Area.
3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds or other obligations or indebtedness allocable to the Cargo Apron Area or such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).
4. The amount of any deposit or transfer to the Debt Service Reserve Fund allocable to the Cargo Apron Area required by the Bond Resolution.
5. The amount of any deposit to the Operation and Maintenance Reserve Fund allocable to the Cargo Apron Area required by a Bond Resolution.
6. To the extent that funding is not avaible in the prepaid revenue account, the amount of any deposit or transfer to the Renewal and Replacement Fund allocable to the Cargo Apron Area required by the Bond Resolution.
7. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport or its operation allocable to the Cargo Apron Area.
8. The amount required to replenish any of the Bond Resolution Funds allocable to the Cargo Apron Area.
9. Any other expenses allocable to the Cargo Apron Area not included above.

b. The Cargo Apron Area Fee will then be calculated by dividing the Cargo Apron Area Requirement by the number of aircraft parking positions in the Cargo Apron Area.

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c. The rents for any Cargo Apron Area assigned to Airline on a Preferential Use basis will be computed as the product of the Cargo Apron Area Fee and the number of aircraft parking positions in the Cargo Apron assigned to Airline.

Section 7.06 CALCULATION OF LOADING BRIDGE FEE

a. Each year, the Director will calculate the Loading Bridge Requirement for the applicable Fiscal Year by totaling the following amounts:

1. The total of direct and indirect estimated Operation and Maintenance Expenses allocable to the Loading Bridges.
2. The total of Capital Outlays allocable to the Loading Bridges.
3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds or other obligations or indebtedness allocable to the Loading Bridges or such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).
4. The amount of any deposit or transfer to the Debt Service Reserve Fund allocable to the Loading Bridges required by the Bond Resolution.
5. The amount of any deposit to the Operation and Maintenance Reserve Fund allocable to the Loading Bridges required by a Bond Resolution.
6. To the extent that funding is not avaible in the prepaid revenue account, the amount of any deposit or transfer to the Renewal and Replacement Fund allocable to the Loading Bridges required by the Bond Resolution.
7. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport or its operation allocable to the Loading Bridges.
8. The amount required to replenish any of the Bond Resolution Funds allocable to the Loading Bridges.
9. Any other expenses allocable to the Loading Bridges not included above.

b. The Loading Bridge Fee per Loading Bridge will then be calculated by dividing the Loading Bridge Requirement by the total number of Loading Bridges at the Terminal Building. The fees for all Loading Bridges associated with Gates assigned to Airline on a

DRAFT

Preferential Use basis will be computed as the product of the Loading Bridge Fee and the number of Loading Bridges so assigned to Airline.

Section 7.07 CALCULATION OF BAGGAGE HANDLING SYSTEM FEE

a. Each year, the Director will calculate the Baggage Handling System Fee Requirement for the applicable Fiscal Year by totaling the following estimated amounts:

   1. The total of direct and indirect estimated Operation and Maintenance Expenses allocable to the Baggage Handling System.
   2. The total of Capital Outlays allocable to the Baggage Handling System.
   3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds or other obligations or indebtedness allocable to the Baggage Handling System or such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).
   4. The amount of any deposit or transfer to the Debt Service Reserve Fund allocable to the Baggage Handling System required by the Bond Resolution.
   5. The amount of any deposit to the Operation and Maintenance Reserve Fund allocable to the Baggage Handling System required by a Bond Resolution.
   6. To the extent that funding is not avaible in the prepaid revenue account, the amount of any deposit or transfer to the Renewal and Replacement Fund allocable to the Baggage Handling System required by the Bond Resolution.
   7. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport or its operation allocable to the Baggage Handling System.
   8. The amount required to replenish any Bond Fund allocable to the Baggage Handling System.
   9. Any other expenses allocable to the Baggage Handling System not included above.

b. The sum of items 1 through 9 above, less revenue from users of the Baggage Handling System from users other than Signatory Airlines, is the Baggage Handling System Fee Requirement. The Baggage Handling System Fee Requirement will be prorated monthly among all airlines using the Joint Use Formula.

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Section 7.08 CALCULATION OF LANDING FEE RATE

a. Each year, the Director will calculate the Airport Landing Fee Requirement for the applicable Fiscal Year by totaling the following amounts:

1. The total of direct and indirect estimated Operation and Maintenance Expenses of the Airport.
2. The total of Airport Capital Outlays.
3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds and other obligations and indebtedness, or if the aggregate of the amounts payable by Signatory Airlines under this Article 7, plus other available revenue (e.g. PFC revenues) of the Airport, are less than 1.25 times Maximum Annual Debt Service then the amounts calculated under this Section shall be 1.25 times Maximum Annual Debt Service, less amounts payable from other sources (e.g. PFC revenues), or such other amount as may be required by a Bond Resolution or loan document.
4. The amount of any deposit or transfer to the Debt Service Reserve Fund required by the Bond Resolution.
5. The amount of any deposit or transfer to the Airport Operation and Maintenance Reserve Fund required by a Bond Resolution.
6. To the extent that funding is not avaible in the prepaid revenue account, the amount of any deposit or transfer to the Renewal and Replacement Fund required by the Bond Resolution.
7. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport, or its operation.
8. The amount required to replenish any of the Bond Resolution Funds.
9. Any other Airport expenses.
10. Pay Go/Net Customer Facility Charge.
11. An amount equal to twenty percent (20%) of Non-Airline Revenues derived by City during the Fiscal Year.
12. Any overpayment or underpayment for the operation of the Airport during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years (including

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adjustment [actual versus estimate] for the deposit to the Capital Improvement Account so that this account only receives a deposit of twenty percent (20%) of the projection of Non-Airline Revenue in any Fiscal Year) to reflect any difference between actual versus estimated revenues or expenses.

b. From this total, the Director will deduct the Airline Revenues and Non-Airline Revenues to arrive at the Airport Landing Fee Requirement. The Net Airline Landing Fee Requirement is arrived at by deducting the estimated Non-Signatory Landing Fees and the transfer from the Prepaid Airline Account from the preceding Fiscal Year from the above calculated Airport Landing Fee Requirement. The Landing Fee rate per one thousand (1,000) pound units of Landed Weight will then be calculated by dividing the Net Airline Landing Fee Requirement by Total Landed Weight. In no event after the above calculation, shall the Landing Fee Rate be less than thirty cents ($0.30) per one thousand (1,000) pound units of Landed Weight. The Landing Fee for each airline will be calculated by multiplying Airline's Landed Weight for the month by the Landing Fee rate then in effect.

Section 7.09 ADJUSTMENTS

The adjustments that the Director may make to the foregoing rents, fees and charges are as described in the following paragraphs.

Midyear Adjustment

The Director will provide mid-year budget updates to airlines in any such Fiscal Year that revenues are projected to not meet the annual budget. If it appears to the Director during the course of any Fiscal Year, that the budgeted expenses or projected levels of Air Transportation Company activity the Director used to calculate the rents, fees, and charges set forth above are likely to vary by more than ten percent (10%) from actual results, the Director may make adjustments to such rents, fees, and charges at midyear. The Director shall provide Airline with at least thirty (30) days' advance written notice of any adjustments to be made under this paragraph, which shall include accompanying budget variances and calculations to demonstrate the need for adjustment and resulting change in rates, fees and charges. Any such mid-year adjustment will be effective the first day of the month following the notification period.

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Extraordinary Adjustments of Rents, Fees, and Charges

Notwithstanding any other provisions hereof, if, at any time during the Term of this Agreement, Airport Revenue (and the reserves designated for such purposes) is not sufficient to pay when due Airport obligations, including, without limitation, emergency repairs or expenses that relate to the Airport or any aspect thereof, the Director may, with thirty (30) days' advance written notice to and in consultation with Airline and other airlines, implement recalculated rents, fees, and charges in accordance with this Article 6 using revised Airport operating costs and expenses formulated to recover all expenses for that Fiscal Year in that Fiscal Year.

Landing Fee Variance Adjustment

If total Landing Fees of all Air Transportation Companies for any calendar quarter vary more than ten percent (10%) from the projected total Landing Fees for such quarter (adjusted for seasonality), the Landing Fee rate shall, if deemed necessary by the Director, with thirty (30) days' notice to and in consultation with the airlines, be adjusted for the balance of such Fiscal Year by an amount equal to the difference between projected and actual total Landing Fees divided by the estimated Total Landed Weight of the airlines during the balance of such Fiscal Year.

Extraordinary Payments by Airline

At the end of each Fiscal Year, the City shall determine whether the Net Airline Landing Fee Requirement has been satisfied. If the City finds at the end of the Fiscal Year that it has failed to meet its actual Net Airline Landing Fee Requirement for such Fiscal Year then and in such event:

a. the City shall immediately give written notice of such fact to all Airlines that the City is required to transfer from the Cash Reserve Account the amount of funds required to satisfy the amount of the deficiency;
b. if the amount of funds in the Cash Reserve Account is insufficient to cover the total remaining amount of the deficiency, the City shall immediately give written notice of such fact to all Airlines, stating the total amount necessary in order that the remaining amount of deficiency will be remedied and stating the share of such amount which must be borne by each Airline, with the Airline's share being in the proportion which the Total Landed Weight of Airline during the most recent six (6) months' period not affected by labor strife bears to the Total Landed Weight of the Airline during the most recent six (6) months' period; and

DRAFT

1. Immediately upon receipt of such notice, the Airline shall remit its share as aforesaid which shall be considered additional Landing Fees for such Fiscal Year.

c. If at any time the total amount in the Operation and Maintenance Reserve Fund for Operation and Maintenance Expenses falls below one-twelfth (1/12) of the amount budgeted for Operation and Maintenance Expenses for the current Fiscal Year, the Airline and all other Airlines shall be notified by the City. The Airlines shall promptly meet and adjust the Landing Fee rate so as to remedy any such deficiency by the end of the then current Fiscal Year.

END OF ARTICLE

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ARTICLE 8. MONTHLY ACTIVITY REPORTS

Section 8.01 REQUIRED MONTHLY ACTIVITY REPORTS

Airline shall furnish to the Director, on or before the tenth (10th) day of each month, an accurate verified report detailing its operations for the previous month on forms prescribed by the Director. Said report shall include, but shall not be limited to:

a. Airline's total number of Aircraft Arrivals by type of aircraft and Landed Weight of each type of aircraft.

b. The total number of Enplaned Passengers and Deplaned Passengers of Airline and its Affiliates.

c. The total weight of freight, mail, and other cargo, enplaned and deplaned for such month.

The Monthly Activity Reports can be submitted electronically at pnsaccountsreceivables@cityofpensacola.com or such other email address as the Director may designate from time to time.

The City reserves the right to periodically audit these reports to verify the accuracy of the information.

Section 8.02 FAILURE TO FURNISH REPORT

If Airline fails to furnish the Director with the report described above, Airline's Landing Fee shall be determined by assuming that the Total Landed Weight for Airline during the preceding month was one hundred percent (100.0%) of the Total Landed Weight for the most recent month for which such figure is available or other available data. Any necessary adjustment in such Landing Fee shall be calculated after an accurate report is delivered to the Director by Airline for the month in question, and resulting surpluses or deficits shall be applied to Airline's Landing Fee for the next succeeding month. An accounting fee of fifteen percent (15%) of the amount due as shown on such statement, or such lesser accounting fee as may be determined by the Director to be sufficient to reimburse City, shall be payable by Airline for the additional services required by City pursuant to this paragraph.

END OF ARTICLE

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ARTICLE 9. CAPITAL IMPROVEMENTS

The parties hereto recognize that Capital Improvements to preserve, protect, enhance, expand, or otherwise improve the Airport, or any part thereof, will be required during the Term of this Agreement. In furtherance of the obligation, the City has adopted a Capital Improvement Program for the Term of this Agreement. The Capital Improvement Program is provided on Exhibit H to this Agreement. The Airline hereby consents and agrees that the City may undertake such Capital Improvements at such time or times as the City deems appropriate without further approval from the Airline. The cost provided in exhibit H are based on best estimates at the time of this Agreement. Should such project cost exceed the estimates by 25% through 2030, and 5% per year thereafter until expiration of this Agreement, and the City is unable to fund such increases through FAA and FDOT Grants, PFCs, CFCs, or accumulated balances in the Capital Improvement Account, the City will follow the process in Section 9.01 and 9.02 of this Agreement to obtain Airline approval. The City will endeavor to, but is not required to, finance the Capital Improvements by FAA and FDOT Grants, PFCs, CFCs or other means to reduce the impact on Airlines' rates and charges. Any such Capital Improvement shall be subject to the provisions of this Article.

Section 9.01 CAPITAL IMPROVEMENT COORDINATION WITH AIRLINE

On or about July 1, or approximately ninety (90) days prior to the end of the then-current Fiscal Year as part of the Annual Budget process, the Director shall notify Airline in writing of the Airport's proposed additional Capital Improvements beyond the approved Capital Improvement Program on Exhibit H for the subsequent Fiscal Year, as contained in the Airport's proposed Capital Improvement budget for the Fiscal Year. Also, the Director may notify Airline in writing at any other time of proposed Capital Improvements. The Capital Improvements proposed by the Airport Director are subject to deferral by the Airlines based upon the following procedure.

The Director will provide Airline a written description of such Capital Improvements, such description to include the purpose, method of financing, and any reasonably anticipated effect on Airline rents, fees, and charges hereunder and, to meet with Airline and other airlines within thirty

(30) days after notification to Airline of said Capital Improvement to further discuss the proposed Capital Improvement.

The Director will give due consideration to the comments and recommendations of Airline with respect to the proposed Capital Improvements. Certain Capital Improvements are subject to deferral if Airline, together with other airlines, requests a deferral of a proposed Capital Improvement as set forth herein.

If at least seventy-five percent (75%) in number of the Signatory Airlines currently operating at the Airport (excluding Affiliates), and representing at least seventy-five percent (75%) of airline rents, fees, and charges paid during the previous Fiscal Year request deferral of a particular Capital Improvement not excluded below, it will be deferred for a period of twelve (12) months. Any such request for deferral must be in writing and submitted to the Director by Airline within thirty (30) days following the meeting as described above in accordance with Section 18.10 below.

For Capital Improvements in the Terminal Building, Apron Area, Baggage Handling System, Cargo Apron Area, and Loading Bridge cost centers, only Signatory Airlines that are projected to pay the costs of these Capital Improvements through rents and fees will be considered in the above calculation of "seventy-five percent (75%)" in number and representing "seventy-five percent (75%)" of Signatory Airline rents, fees, and charges paid during the previous Fiscal Year.

In the event of a Capital Improvement deferral, the Capital Improvement will be deferred for twelve (12) months following the deferral request. Following the twelve (12) months deferral period, the Capital Improvement may be constructed and the capital, operating, and maintenance costs and expenses will be included in airline's rents, fees and charges upon the Capital Improvement's completion.

Section 9.02 CAPITAL IMPROVEMENT NOT SUBJECT TO DEFERRAL

The following types of Capital Improvements are not subject to deferral by the airlines:

1. Capital Improvements that are described in Article 9 above.

2. Acquisition of land that is identified in the Airport Layout Plan or is determined to be required for the efficient operation and maintenance of the Airport.
3. Planning project(s) as defined under this Agreement.
4. Any Capital Improvements having a net cost to City of less than One Million Dollars ($1 million), provided that such Capital Improvement shall be for a functionally complete project.
5. Projects required for public safety or Air Transportation security when directed by the governmental authority, including the City, having jurisdiction over the Airport, Air Transportation Companies' operations, or the safety and security aspect of the Airport's operations.
6. Casualty damage to the Airport that exceeds the proceeds of insurance, which property must be rebuilt in kind or replaced in kind to satisfy City's obligations or maintain a source of revenue.
7. Special Purpose Facilities as defined herein, provided, that in all cases, the tenant or other users of such Special Purpose Facilities shall be required to pay directly or reimburse City for all costs associated with such Special Purpose Facilities.
8. Capital Improvements or additions necessary to ensure compliance with lawful orders or requirements of other governmental authorities and that are necessary for aircraft operations or are related to the issuance of federal or State grants to City.
9. Capital Improvements or expenditures necessary to settle claims, satisfy judgments, or comply with orders against City by reason of its ownership, operation, maintenance, or use of the Airport.
10. Capital Improvements or expenditures of an emergency nature, which, if not made, would result in the closing of the Airport.
11. Any financially self-supporting projects, which will not impact airlines' rents, charges, and fees.
12. Capital Improvements to the Airport necessitated by the unique requirements of an Air Transportation Company for which such Air Transportation Company has agreed to pay all costs thereof.

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13. Capital Improvements to be funded in whole or in part with the proceeds of the Passenger Facility Charge, which will be subject to the FAA required consultation, review, and approval process for application and use of such funds.
14. Capital Improvements to be funded with balances available in the Airport's Capital Improvement Account in the Capital Fund.
15. Capital Improvements of a single item, the cost of which does not exceed Two Hundred Fifty Thousand Dollars ($250,000) and a useful life in excess of five (5) years.

END OF ARTICLE

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ARTICLE 10. BOND RESOLUTION SUBORDINATION AND APPLICATION OF REVENUES

Section 10.01 SUBORDINATION TO BOND RESOLUTION

This Agreement and the terms hereof, and all rights of Airline hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by City to secure Airport Bonds or other types of financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Bond Resolution, other types of financing documents authorizing the issuance of Airport Bonds and other forms of debt by City. City may amend or modify the Bond Resolution or other financing documents or make any change thereto that does not materially or adversely affect Airline rights under this Agreement. Conflicts between this Agreement and the Bond Resolution or other financing documents shall be resolved in favor of the Bond Resolution or other financing documents.

The City represents and warrants that to the best of its knowledge the provisions hereof relating to the Airport Bonds are consistent with the Bond Resolutions and financing documents and that there are no conflicts between the terms hereof and the Bond Resolutions or any such financing documents.

All definitional terms that are not specifically defined herein are to have the meanings set forth in the Bond Resolution.

Section 10.02 DISPOSITION OF AIRPORT REVENUE, PASSENGER FACILITY CHARGE, AND CUSTOMER FACILITY CHARGE PROCEEDS

All Airport Revenue shall be deposited, applied, and allocated to the funds and accounts in the manner and according to the priority provided for in the applicable Bond Resolution(s) or other financing documents.

All Passenger Facility Charge proceeds shall be deposited, applied, and allocated in a manner consistent with applicable federal laws and regulations. If Passenger Facility Charge proceeds are pledged to repay Bonds, then those proceeds shall be deposited, applied, and allocated in the funds

and accounts in the manner and according to the priority provided for in the applicable Bond Resolution(s).

All Customer Facility Charge proceeds are not Airport Revenue and are restricted to pay the costs of rental car and related facilities. They shall be deposited, applied, and allocated in a manner consistent with applicable agreements, financing documents, laws and regulations.

Section 10.03 REVENUES AND EXPENSE RECORDS

City will maintain an Airport accounting system and will maintain and make available to Airline, upon Airline request, accounting records that document the following items: (a) Airport Revenue, (b) Operation and Maintenance Expenses, (c) Capital Outlays, (d) Debt Service, (e) Amortization, and (f) Capital Improvements and income received from City in connection with the operation of the Airport and other expenses incurred by City for the improvement, renovation, or enhancement of the Airport as they may be charged directly or allocated to each Airport Cost Center.

END OF ARTICLE

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ARTICLE 11. MAINTENANCE, REPAIR, AND OPERATION OF THE AIRPORT

Section 11.01 CITY'S RESPONSIBILITIES

The following are City's responsibilities:

Airport Facilities - General

Except as otherwise provided in this Agreement, and subject to applicable laws governing City's right to budget, appropriate and spend money, City agrees to maintain, operate, and keep in good repair the areas and facilities required by this Agreement to be maintained, operated and repaired by City in accordance with the practices of a reasonably prudent airport operator operating an airport comparable and similarly situated to the Airport. City agrees to use commercially reasonable efforts to keep the Airport free from obstructions and to provide for the safe, convenient, and proper use of the Airport by those who are authorized to use same.

Airfield Area Maintenance

Subject to Airline's obligations in Section 11.02, City will maintain, operate, and keep in good repair the areas and facilities in the Airfield Area provided by City for use by the Air Transportation Company in accordance with the practices of a reasonably prudent airport operator operating an airport comparable and similar situated to the Airport.

Apron Area

Subject to Airline's obligations in Section 11.02, City will provide maintenance for the Apron Area (as shown on Exhibit E), drainage maintenance, and Apron Area lighting. City will provide electricity for Apron Area lighting and will include the cost of electricity in City's fees for use of the Apron Area.

Baggage Handling System

City shall be responsible for maintenance and operation of the Baggage Handling System (as shown in Exhibit D) including, without limitation, the maintenance of all equipment, systems and fixtures. City will provide electricity to the Baggage Handling System. The cost of electricity shall be included in City's fees for use of the Baggage Handling System.

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Cargo Apron Area

Subject to Airline's obligations in Section 11.02, City will provide maintenance for the Cargo Apron Area (as shown on Exhibit F) and drainage maintenance. City will provide electricity for Cargo Apron Area lighting and will include the cost of electricity in City's fees for use of the Cargo Apron Area. Cargo Apron Area lighting will be provided by the Air Transportation Company requiring such lighting.

Loading Bridges

City will provide maintenance, janitorial, and electricity to the Loading Bridges. The cost of maintenance, janitorial, and electricity shall be included in City's fees for use of the Loading Bridges.

Terminal Building - General

Except as otherwise provided in this Agreement, and subject to applicable laws governing City's right to budget, appropriate and spend money, City will: (a) furnish structural maintenance (including maintenance of the roof) of City-owned facilities including the Terminal Building; (b) provide maintenance and operation of City-installed equipment and systems; (c) install and furnish electrical power for interior area lighting throughout the Terminal Building, Apron Area, Loading Bridges and Baggage Handling System; (d) provide heating and air conditioning in enclosed interior areas of the Terminal Building, Loading Bridges and Baggage Handling System; (e) provide lighting fixture repair in Public View Areas and the unrented areas of the Terminal Building; (f) provide maintenance of City installed plumbing lines (but excluding plumbing fixtures); and (g) provide drinking water in the Terminal Building.

Terminal Building Public View Areas

The City will keep in good repair and provide janitorial services in the areas of the Terminal Building in public view (the "Public View Areas") in both Exclusive Use and Preferential Use Spaces, as shown on Exhibits B and C and all additions, improvements, and facilities now or hereafter provided by City at or in connection with the Terminal Building for use by all Air Transportation Companies and the public, excepting any improvements or facilities constructed or installed by Airline, either individually or jointly with others, and those that Airline has agreed

under the provisions hereof to operate and maintain. City shall be responsible for interior and exterior window cleaning in Public View Areas of the Terminal Building.

Terminal Building Joint Use Space

In the Joint Use Space, in addition to any other obligations set forth herein, City will furnish janitorial services, repair, maintenance, electricity, and area lighting. In enclosed areas, where appropriate, City will provide heating and air conditioning. The Operation and Maintenance Expenses of the Joint Use Space shall be included in City's rent for the use of the Joint Use Space.

If it is reasonably determined by City that the negligent acts or omissions of Airline have caused the need for maintenance as described in this Section 11.01 or repairs to facilities or systems, Airline agrees to pay the cost of maintenance or repair plus fifteen (15%) percent for administration provided Airline has not elected to make the repair itself in a manner approved by the Director.

Section 11.02 AIRLINE'S RESPONSIBILITIES

The following are responsibilities of Airline and may be performed by Airline or Airline's third-party service provider, but it is understood that performance by Airline's third-party service provider shall not relieve Airline of its responsibilities under this Section.

Exclusive Use Space

Airline, at Airline's sole cost and expense, shall provide all maintenance and janitorial services to the non-Public View Areas of its Exclusive Use Space. Airline shall furnish all janitorial services and all maintenance and operation of Airline-installed improvements and systems in the non-Public View Areas of its Exclusive Use Space. Airline shall provide electrical re-lamping in the non-Public View Areas of its Exclusive Use Space and all decorating and redecorating when required in its Exclusive Use Space. Airline shall maintain the non-Public View Areas of its Exclusive Use Space in a neat, clean, sanitary, and operable condition.

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Preferential Use Apron Area

Subject to City's obligations in Section 11.01, Airline, at Airline's sole cost and expense, shall perform or cause to be performed all services necessary to keep Airline's Preferential Use Apron Area in a clean, neat and orderly condition and free of foreign objects.

Preferential Use Cargo Apron Area

Subject to Airline's obligations in Section 11.01, Airline, at Airline's sole cost and expense, shall perform or cause to be performed all services necessary to keep Airline's Preferential Use Cargo Apron Area in a clean, neat and orderly condition and free of foreign objects.

Passenger Loading Bridges

Airline shall not modify or attach Personal Property or signage to City-owned passenger Loading Bridges without the advanced written approval of the Director (which approval may be withheld at Director's sole discretion).

Airline-Constructed Improvements

Airline shall cause all improvements and facilities, and additions thereto, constructed or installed by Airline, either alone or in conjunction with others, and all vehicles and equipment operated by Airline on the Airport to be kept and maintained in a safe condition and in good repair in accordance with uniform standards applicable to all similarly situated Airport tenants as established from time to time by the Director. Subject to City's obligations in Section 11.01, Airline shall keep its Exclusive Use Space and Preferential Use Space and improvements thereon in a sanitary and neat condition.

Maintenance Responsibilities

Subject to City's obligations in Section 11.01, Airline shall perform commercially reasonable routine and preventive maintenance of all equipment and facilities located in its Exclusive Use Space and shall maintain such equipment and facilities in good condition and appearance and make all needed nonstructural repairs. Airline shall be responsible for interior window cleaning for its nonpublic view Exclusive Use Space.

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Performance by City Upon Failure of Airline to Maintain

In the event Airline fails within thirty (30) days after receipt of written notice from the Director to perform any obligation required hereunder, the Director may enter the Leased Premises involved, without such entering causing or constituting a termination of this Agreement or an interference with the possession of said Leased Premises by Airline, and do all things reasonably necessary to perform such obligation. Director may charge Airline the reasonable cost and expense of performing such obligation plus a fifteen percent (15%) administration charge as additional rent, and Airline agrees to pay to City upon demand such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public, the employees or property of City, or other tenants of the Airport and the Director so states in its written notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge to Airline the reasonable cost and expense of such performance plus a fifteen percent (15%) administration charge as additional rent, and Airline agrees to pay to City upon demand such charge in addition to any other amounts payable by Airline hereunder.

Section 11.03 ALTERATIONS AND IMPROVEMENTS

Airline shall make no alterations, additions, improvements, or installations to, in or on any portion of the Leased Premises or to, in or on any other space assigned or allocated to it by the Director without prior written approval from the Director and without obtaining all permits required under applicable law.

Section 11.04 REPAIR DAMAGE

Airline shall promptly repair any damage in any space at the Airport caused by Airline, its servants, agents, employees, licensees, guests or invitees.

Section 11.05 CITY NON-LIABILITY

Airline expressly agrees that City shall not be liable to Airline, its employees, passengers, business visitors, guests or invitees for bodily injury, or death, or for any loss or damage to real or Personal Property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief, roof leaks, sprinkler system breakage, or

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acts of civil authority and other events not caused by the negligence or willful acts or omissions of City. In no event whatsoever, however, shall City be liable for special, consequential, exemplary or punitive damages, including without limitation any loss of business, revenues or profits by Airline or any damage to or loss of Airline's reputation.

Section 11.06 CITY'S RIGHT TO INSPECT AND MAKE REPAIRS

City, by its authorized officers, employees, agents, contractors, subcontractors, and other representatives, shall have the right (upon reasonable prior notice and at such times as may be reasonable under the circumstances and with as little interruption of Airline's operations as is reasonably practicable) to enter Airline's Exclusive Use Space or Preferential Use Space when accompanied by an Airline employee except in case of emergency for the following purposes:

1. To inspect such space to determine whether Airline has complied and is complying with the terms and conditions of this Agreement.
2. To accomplish repairs or replacements by City or in any case where Airline is obligated to make repairs or replacements and has failed to do so, after notice, make such repairs or replacements on Airline's behalf in accordance with the last paragraph of Section 11.02 above.
3. In the exercise of City's governmental functions and police powers.

No such entry by or on behalf of City upon any of the Leased Premises shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference with possession thereof by Airline.

END OF ARTICLE

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Article 12. DAMAGE OR DESTRUCTION OF LEASED PREMISES

Section 12.01 LEASED PREMISES INHABITABLE

Subject to Section 12.02 below, if any of the Leased Premises shall be partially damaged by fire or other casualty, but the remainder of the Leased Premises remains inhabitable for the purposes allowed by this Agreement, the Leased Premises shall be repaired with due diligence by City to substantially the same condition existing just prior to such casualty, but City's responsibility in this regard shall be limited to the extent of the net insurance proceeds actually received by City with respect to such casualty and to the extent of the funds, if any, that are appropriated for such repair by City's governing body in its sole discretion. Rent allocable to the particular space, rooms, or other portions of the Leased Premises rendered untenantable shall be abated for the period from the occurrence of the damage to the substantial completion of repairs. City will make good faith efforts to provide to Airline temporary substitute space for any uninhabitable portion of Airline's space, if available, during such period of repair, at a rental rate for comparable space based on the rents, fees, and charges principles set forth in this Agreement.

Section 12.02 LEASED PREMISES UNINHABITABLE

If any of the Leased Premises shall be completely destroyed or partially damaged by fire or other casualty rendering all or a substantial portion of the Leased Premises uninhabitable for the purposes allowed by this Agreement and it is reasonably estimated by City that it will take more than one hundred eighty (180) days to repair, the Director will notify Airline in writing within ninety (90) days of such casualty whether and to what extent, if any, the damaged or destroyed Leased Premises will be repaired. If City, in its sole discretion, elects to repair all or any portion of the damage to the Leased Premises, such repairs shall be made with due diligence by City, and the rent allocable to the particular space, rooms, or other portions of the Leased Premises rendered untenantable will be abated for the period from the occurrence of the damage to the substantial completion of the repairs. If City elects to repair, City will make good faith efforts to re-locate Airline to temporary substitute space, if available, during such period of repair, at a rental rate for comparable space based on the rents, fees, and charges principles set forth in this Agreement. If Airline's Leased Premises have been reduced due to City's election not to repair damaged premises:

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1. Airline shall be entitled to request and the Director shall consider further proportionate reductions in Leased Premises and the leased premises of all Signatory Airlines so that Airline has use of an operative remainder.
2. Airline hereby agrees that in the event that an Air Transportation Company's leased premises are reduced due to City's election not to repair damage to such leased premises, the Director may realign the leased premises of all Air Transportation Companies to permit all Air Transportation Companies to operate at respective levels of service as similar as reasonably practicable to their respective levels of service immediately prior to such damage.
3. The City will issue new exhibits to each Signatory Airline showing it realigned Leased Premises.
4. Should the reduction in leased premises result in the inability for the Airline to operate at respective levels of service as similar as reasonably practicable to their respective levels of service immediately prior to such damage, the Airline may terminate the lease given ninety (90) days written notice to the City.

Section 12.03 AUTOMATIC DELETION OF UNREPAIRED DAMAGED PREMISES

If the Director shall fail to notify Airline of City's decision as set forth in Section 12.02 (or gives written notice of its intent not to repair), City will be deemed to have elected to not repair the damaged premises, and the damaged premises shall be automatically deleted from the Leased Premises as of the date of the damage or destruction, with no further liability therefor by either City or Airline except those liabilities that accrued, including rent, prior to such damage or destruction.

Section 12.04 AIRLINE IMPROVEMENTS AND TRADE FIXTURES REPLACEMENT

If and to the extent that City is obligated or elects to do so, City shall repair City installed improvements in Airline's Leased Premises to substantially the same condition existing just prior to fire or other casualty, but City's responsibility in this regard shall be limited to the extent of the net insurance proceeds.

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Airline is responsible for replacing its trade fixtures. For Airline installed tenant improvements, at its discretion, Airline may replace or reconstruct all its tenant improvements in the damaged or destroyed Leased Premises necessary for the conduct of Airline's business operations in the manner existing just prior to the casualty.

END OF ARTICLE

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ARTICLE 13. INSURANCE

Section 13.01 CITY INSURANCE

The Terminal Building, exclusive of Airline's property, shall be insured by City under a policy of fire, flood and extended coverage insurance to the extent of not less than eighty percent (80%) of the insurable value of such property if such percentage of coverage is available. Insurance moneys and funds received on account of the damage to or destruction of such property shall be applied by City to the repair, construction, or replacement of such damaged or destroyed property unless City, in its sole discretion, elects not to repair the damaged premises. Premiums paid by City for insurance provided in compliance herewith shall be included by City as a part of the Operation and Maintenance Expenses. Nothing herein shall be deemed to prohibit City from having a self-insurance program designed to provide for property, casualty, and other losses in lieu of commercial insurance. Airline will be advised in writing if City utilizes self-insurance for the Terminal Building property insurance.

Section 13.02 AIRLINE INSURANCE

By use and occupancy of Airport premises, Airline understands and agrees that at all times during the Term, Airline shall, at its sole expense and in a manner acceptable to City, purchase and maintain or caused to be maintained in force the following insurance coverages:

a. Aircraft Airline Liability insurance including Aircraft Liability and broad form Commercial General Liability insurance, including, but not limited to, coverage for death, bodily injury, personal injury, property damage, products/completed operations liability, independent contractors, premises liability, premises operations, damage to Leased Premises, loss of use and contractual liability, with a liability limit of not less than One Hundred Fifty Million Dollars ($150,000,000.00) combined single limit per occurrence and in the aggregate, on an occurrence form policy. Said limit shall be reduced to One Hundred Million Dollars ($100,000,000.00) where Airline's maximum seating capacity on the largest aircraft operated at the Airport by Airline is between 99 and 60. Said limit shall be reduced to Fifty Million Dollars ($50,000,000.00) where Airlines' maximum seating capacity on the largest aircraft operated at the Airport by Airline is 59 or less. With respect to coverage for products/completed operations and personal injury, except with respect to passengers, a sublimit of not less than

Twenty-Five Million Dollars ($25,000,000.00) per occurrence and in the annual aggregate, shall be permitted with the approval of the Director. Said aircraft liability shall be applicable to owned, non-owned, and hired aircraft.

b. Fire Legal Liability shall be endorsed on the policy with a minimum limit of $1,000,000.00 per occurrence.

c. Automobile liability insurance (any automobile) with combined single limit for bodily injury and property damage of not less than Five Million Dollars ($5,000,000.00) per occurrence for all owned, non-owned, and hired vehicles operated by or on behalf of Airline at the Airport, including any additional or replacement vehicles.

d. Liquor liability insurance in an amount not less than Ten Million Dollars ($10,000,000.00) per occurrence.

e. Employer's liability insurance in an amount not less than One Million Dollars ($1,000,000.00) each common cause. Airline shall likewise maintain workers' compensation insurance or evidence of self-insurance, in accordance with the laws of the State of Florida, covering all of its employees who may from time to time be at the Airport in such capacity. Airline shall require each of its agents, licensees, contractors, subcontractors, and suppliers to maintain such workers' compensation insurance covering their employees coming on Airport premises in connection with Airline's operations. The workers' compensation policy(s) required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, agents, elected and appointed officials, representatives, volunteers, and employees. Upon request by the Director, Airline shall furnish the Director with evidence of such workers' compensation insurance in a form acceptable to City.

f. Pollution legal liability for transporting or handling hazardous materials or regulated substances and environmental impairment liability coverage of $10,000,000.00 per occurrence, with an annual aggregate of not less than $10,000,000.00. This coverage may be self-insured by Airline upon reasonably satisfactory evidence of Airline's financial ability to self-insure, if requested by City.-

g. Liability coverage for acts of war, civil war, terrorism and insurrection of $100,000,000.00 per occurrence, with an annual aggregate of not less than $100,000,000.00.

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All liability insurance policies, except employer's liability shall provide coverage that includes, or has the same substantive effect as, the following wording:

1. "City of Pensacola and each of its departments, divisions, enterprises, officers, representatives, agents, elected and appointed representatives, volunteers, and employees, in their respective capacities as such, shall be additional insureds hereunder with respect to the products, premises, and operations of the named insured to the full limits of liability required by this Lease."
2. "Airline's insurance shall be primary insurance and non-contributory with respect to all other available sources."
3. "This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) days advance written notice has been given to City of Pensacola except that only seven (7) days' notice of cancellation of war risk coverage and only ten (10) days' notice of cancellation due to non-payment of premium or non-renewal shall be required."

Required insurance shall be evidenced by Certificates of Insurance. Each such Certificate of Insurance shall be on the appropriate ACORD form or its substantial equivalent. The "Certificate Holder" address shall read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy of the Certificate shall be sent to Pensacola International Airport, Attn: Airport Director, 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504.

At least ten (10) calendar days prior to the Effective Date of this Agreement, Airline shall furnish the Director with Certificates of Insurance for all insurance policies required hereunder, schedule of endorsements, and copies of endorsements listing the City as additional insured and primary non-contributory. Thereafter, current Certificates of Insurance, schedules of endorsements, and copies of endorsements listing the City as additional insured and primary non-contributory shall be provided promptly upon the Director's request from time to time, but in no event less than annually. Further, within a reasonable timeframe, prior to the expiration of any then-current policy of insurance, Airline shall deliver to the Director a current Certificate of Insurance showing that such insurance coverage has been renewed, and at least three (3) business days prior to the date of cancellation or reduction of coverage, as received in a written notice from the insurer, Airline shall

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deliver to the Director a current Certificate of Insurance showing reinstatement or other provision for the required insurance. In addition, upon any change in any insurance policy coverage or endorsement which adversely affects the requirements of this Agreement, Airline shall promptly deliver to the Director revised Certificates of Insurance and a copy of each such changed endorsement.

In addition to the foregoing, at least ten (10) calendar days prior to the Effective Date of this Agreement and annually thereafter upon each anniversary of such Effective Date, Airline shall furnish to the Director the written, signed opinion of Airline's independent insurance broker confirming that such broker has reviewed (i) Airline's insurance policies and endorsements and (ii) Airline's insurance obligations under this Agreement and that Airline is in compliance with its insurance obligations under this Agreement.

Further, upon the Director's written requests from time to time, Airline shall allow City's representatives to inspect, in the presence of Airline's representatives, the complete originals of all insurance policies, including but not limited to declaration pages and endorsements, pertaining to the coverages required to be maintained by Airline pursuant to this Agreement. Airline shall allow City's representatives to inspect such insurance documents at Airline's corporate office located closest to Pensacola, Florida, within ten (10) business days after the Director's written request for such inspection.

During the Term, the insurance coverages and/or the minimum limits of the insurance herein required may become inadequate, as reasonably determined by City. Accordingly, City hereby reserves the right to review all coverages and limits and to require adjustments, changes and additions to commercially reasonable and commercially available levels to be effective on the next policy renewal date after City provides at least ninety (90) days prior written notice to Airline to make such adjustments, changes or additions.

If, at any time, Airline fails to obtain or maintain in force the insurance required by this Section, the Director may immediately suspend Airline's use of the space and Airline's operations and activities in regard to the Airport until the required insurance is provided.

END OF ARTICLE

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ARTICLE 14. INDEMNIFICATION

Section 14.01 COMPREHENSIVE INDEMNIFICATION

Airline shall INDEMNIFY, DEFEND and HOLD HARMLESS, City and its divisions, departments, enterprises, subsidiaries, affiliates, elected and appointed officials, officers, employees, volunteers, agents and representatives, individually and collectively, from and against any and all costs (including, but not limited to, costs of investigation, reasonable attorneys' fees, court costs, and expert fees), claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to personal or bodily injury, death and property damage, including loss of use thereof, directly or indirectly arising out of, resulting from or related to Airline's use of the Airport, or Airline's activities in, on or about the Airport or the Leased Premises, or any operation or activity of Airline upon the Airport, or in connection with its use of the Leased Premises, including but not limited to any acts or omissions of Airline, any agent, officer, director, representative, employee, consultant or subcontractor of Airline, or their respective officers, agents, employees, directors or representatives , all without City waiving any governmental immunity available to City under Florida Law and without waiving any defenses of the parties under Florida Law.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Airline shall promptly advise City in writing of any claim or demand against City or Airline known to Airline related to or arising out of Airline's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Airline's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Airline of any of its obligations under this Section 14.01.

It is the express intent of the parties to this Agreement, that the indemnity provided for in this Article, shall extend to and include Airline's obligation to indemnify, protect, defend and hold harmless City from the consequences of City's own negligence; provided however, that the indemnity provided for in this Article with respect to City's own negligence shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall

have no application when the negligent act of City is the sole cause of the resultant injury, death or damage. Notwithstanding anything in this Article to the contrary, the indemnity liability of Airline for City's own negligence, inclusive of all defense costs expended solely for City's defense by reason of City's own negligence, under this Article and shall not exceed $1,000,000 per occurrence. Nothing herein shall require Airline to indemnify City from the gross negligence or willful misconduct of City or any of its employees, officers, agents, or subcontractors.

Airline further agrees, upon City's request, to defend, at Airline's own expense and on behalf of City and in the name of City, and by and through legal counsel reasonably acceptable to City, any claim, proceeding or litigation, at each and all of administrative, trial and appellate levels, brought against City and/or any other person or party indemnified under this Article in connection with any claim, cause of action, liability, injury, death, damage or other matter that is subject to Airline's indemnity obligation under this Article.

Section 14.02 49 CFR PART 1542 AIRPORT SECURITY INDEMNIFICATION

In furtherance of the provisions of Section 14.01 above and not in limitation thereof, Airline understands and agrees that it shall fully indemnify, defend, and hold harmless City, its divisions, departments, enterprises, subsidiaries, affiliates, elected and appointed officials, representatives, officers, agents, volunteers, and employees from and against all penalties, fines, and demands of any kind (including, but not limited to, costs of investigation, reasonable attorney fees, court costs, and expert fees) arising out of Airline's acts or omissions resulting in alleged violations of 49 CFR Part 1542 Airport Security or any successor regulations related to airport security.

Section 14.03 SOVEREIGN IMMUNITY.

Nothing in this Article or elsewhere in this Agreement shall in any way constitute or be construed as a waiver, in whole or in part, of City's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

Further, nothing in this Article or elsewhere in this Agreement shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against City.

END OF ARTICLE

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ARTICLE 15. FEDERAL, STATE, AND LOCAL REGULATIONS

Section 15.01 RULES AND REGULATIONS

City, in its governmental capacity, and/or the Director have adopted, and may from time to time modify, amend and adopt, and will enforce Rules and Regulations with respect to the occupancy and use of the Airport, its services, and facilities by persons, vehicles, aircraft, and equipment that in the opinion of City or the Director will reasonably ensure the safe, efficient, and economically practicable operation of the Airport and provide for the safety and convenience of those using the Airport.

The Director may promulgate, adopt, modify, amend and enforce the Rules and Regulations from time to time in furtherance of said purposes and/or that the Director deems are necessary to implement the intent and terms of this Agreement. All such Rules and Regulations, promulgated through the Director's authority but without governmental action or mandate, shall be reasonable and not unjustly discriminatory, and shall not be inconsistent with any legally authorized rule or regulation of the FAA, or any other federal or State agency, which is binding in law on Airline or City, as the same now are or may from time to time be amended or supplemented nor inconsistent with the reasonable exercise by Airline of any right or privilege granted under this Agreement. City shall provide Airline with reasonable notice prior to adoption of any new or amended Rules or Regulations in order to provide Airline with the opportunity to comment on same prior to adoption. Airline, upon written request to the Director, shall be furnished (at the notice address provided herein and to Airline's on-Airport manager) a current copy of the Rules and Regulations and any amendments thereto.

Airline agrees to observe and obey all Rules and Regulations as are currently in place and as may be reasonably established from time to time, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same. It shall be a violation of this Agreement for Airline, or any of its officers, representatives, agents, employees, guests, contractors, subcontractors, licensees, subtenants, invitees, or suppliers to violate, or to cause another person

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to violate, any Rule or Regulation. Airline shall make reasonable efforts to cause its passengers, guests, and invitees to comply with the Rules and Regulations.

City reserves the right to deny access to the Airport or its facilities to any person, firm, corporation or entity that fails or refuses to obey and comply with the Rules and Regulations.

Section 15.02 NO ILLEGAL PURPOSE

Airline shall not use the Airport or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, subtenants, contractors, invitees, or licensees, for any illegal purposes.

Section 15.03 COMPLIANCE WITH STATUTES, ORDINANCES, AND REGULATIONS

At all times during the Term of this Agreement, Airline shall, in connection with its activities and operations at the Airport:

a. Comply with and conform to all applicable present and future statutes and ordinances, codes and regulations promulgated thereunder, of all federal, State, and other government bodies of competent jurisdiction that apply to or affect, either directly or indirectly, Airline or Airline's operations and activities under this Agreement. Airline shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101), as may be amended from time to time, and federal regulations promulgated there under that may be made applicable as a result of construction activities conducted by Airline.

b. Make, at its own expense, all non-structural improvements, repairs, and alterations to its Exclusive Use Space, equipment, and Personal Property that are required to comply with or conform to any of such statutes, ordinances, codes or regulations. Airline shall secure the written approval of the Director before proceeding to make any improvements, repairs or alterations under this paragraph.

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Section 15.04 COMPLIANCE WITH ENVIRONMENTAL LAWS

Airline shall at all times abide by all Environmental Laws applicable to Airline's occupancy or use, of the Leased Premises. At the beginning of any lease term, Airline shall identify in writing to the Director and its Fire Department all Hazardous Substances (with the exception of any small quantities of household chemicals Airline uses for general office purposes) that are used or stored or that Airline expects to use or store in or on the Leased Premises. This list shall be updated by Airline in March of each year and shall include the quantities used or stored in or on the Leased Premises. City shall have the right to inspect the Leased Premises at any reasonable time, upon prior written notice to Airline, to ensure compliance with Environmental Laws and the provisions of this Article, provided that such inspections shall not unreasonably interfere with Airline's occupancy or use of the Leased Premises operations.

Airline shall not allow its employees, contractors, subcontractors, or agents to disposal or discharge, whether accidental or intentional, of Hazardous Substances on the Leased Premises or other Airport property except in compliance with applicable Environmental Laws and with the consent to the City not be unreasonable withheld.

Airline shall comply with the Airport's Spill Prevention, Control, and Countermeasure Plan ("SPCC") and all future amendments thereto and the Airport's Storm Water Pollution Prevention Plan ("SWPPP") and all future amendments thereto, to the extent applicable to Airline's operations upon the Airport.

City represents and warrants to Airline, and Airline represents to City, that, to each of their respective knowledge, as of the Effective Date of this Agreement, they have not received written notice that the Leased Premises are subject to any existing, pending, or threatened investigation or inquiry by any governmental authority for any response costs or remedial obligations under any Environmental Laws, within the past two (2) years, no release of Hazardous Substances that was reportable under applicable Environmental Laws is known to have occurred in or directly around the Leased Premises, and that this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts,

conditions, and circumstances, if any, known to City or Airline which are pertaining to the Leased Premises.

The Triturator Facility is an airport facility built specifically to grind aircraft lavatory waste prior to entry of such waste into the sanitary sewer system. Airline is authorized to dispose of aircraft lavatory waste that has been processed in the Triturator Facility to the sanitary sewer system. Prior to any other waste disposal including waste disposal in contravention of this section or which could have a corrosive or degrading effect on the Facility, Airline is required to obtain prior written approval of the Director and a wastewater pre-treatment permit if such is necessary or required by any applicable environmental regulatory authority or any Environmental Law. The written approval of the Director shall not relieve Airline of full responsibility and liability for the disposal of any waste materials or products. The Director may withhold approval for any reason under this provision.

In the event City identifies the presence of Hazardous Substances on the Leased Premises in violation of applicable Environmental Law that (a) did not exist prior to Airline's occupation of the Leased Premises, (b) is the result of Airline's use of the Leased Premises, and (c) requires assessment or remediation, City shall perform such assessment or remediation at Airline's sole cost and expense, provided that City has given Airline at least thirty (30) days prior written notice and opportunity to object or perform the requested work itself. If City performs the assessment and/or remediation, Airline shall pay or reimburse to City the reasonable cost of such assessment or remediation, plus an administrative fee of fifteen percent (15%) of such cost, promptly upon demand. Notwithstanding the foregoing, the provisions of this paragraph shall not be construed or operate to alter in any way Airline's obligations under Environmental Laws, including but not limited to Airline's reporting obligations under Airport's SPCC and SWPPP, or under any other provision of this Agreement, including without limitation Section 15.05 below.

Section 15.05 ENVIRONMENTAL REPORTS

Airline shall promptly provide to the Director complete copies of all environmental permits and reports related to the Leased Premises and all notices, orders, decrees, citations, and inspection reports issued to Airline or its Affiliate by any environmental regulatory authority related to the

Leased Premises. The Director shall promptly provide to Airline, on an ongoing basis and as updates are required, copies of all City environmental permits and reports related to the Leased Premises and all notices, orders, decrees, citations, and inspection reports issued to City by environmental regulatory authorities related to the Leased Premises.

Section 15.06 SURVIVAL OF OBLIGATIONS

The obligations of this Article shall survive the expiration, termination, sublease, or assignment of this Agreement.

Section 15.07 NONDISCRIMINATION

As a condition of the use of Airport services and facilities, Airline shall be subject to the following:

1. In the event facilities are constructed, maintained, or otherwise operated on the space assigned to Airline for a purpose for which a U.S. Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, USDOT, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as such regulations may be amended from time to time.
2. No person shall be excluded by Airline from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities assigned to Airline on the grounds of race, creed, color, national origin, sex, handicap, or religion.
3. No person shall be excluded by Airline from participation in, denied the benefits of, or otherwise be subject to discrimination in the construction of any improvements on, over, or under the space assigned to Airline, or the furnishing of services thereon, on the grounds of race, creed, color, national origin, sex, handicap or religion.
4. Airline shall use the premises assigned to it in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the

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Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as such regulations may be amended.

Airline shall insert the substance of the provisions of these paragraphs on nondiscrimination in any lease, agreement, or contract by which Airline grants a right or privilege to any person, firm, or corporation to render accommodations or services to the public on the space assigned to it at the Airport.

Section 15.08 BREACH OF NONDISCRIMINATION

In the event of a breach of any of the nondiscrimination covenants set forth above, City shall have the right to terminate Airline's right to use Airport services and facilities and to re-enter and repossess the space and the facilities thereon that had been assigned to Airline, and hold the same as if such assignment had never been made. This provision regarding the termination of Airline's rights to use Airport services and facilities shall not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including the expiration of appeal rights, by either Airline or City.

Section 15.09 FAIR AND EQUAL FURNISHING OF SERVICES

As a condition of the use of Airport services and facilities, Airline shall furnish its accommodations or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. In the event of noncompliance with this paragraph, City may terminate Airline's right to use Airport services and facilities.

Section 15.10 AFFIRMATIVE ACTION PROGRAM

As a condition of the use of Airport services and facilities, Airline shall undertake an affirmative action program as required by FAA regulations, Title 14, Code of Federal Regulations, Part 152, Subpart E, entitled "Nondiscrimination in Airport Aid Program," or as otherwise approved by the FAA, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, or handicap be excluded from participation in any employment activities covered in such Subpart

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E. Airline shall not exclude any person on such grounds from participating in or receiving the services or benefits of any program or activity covered by such Subpart E. Airline shall require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to the same effect.

Section 15.11 MINORITY BUSINESS ENTERPRISE

As a condition of its use of Airport services and facilities, Airline shall comply with the requirements of Title 49 of the Code of Federal Regulations, Part 23, and entitled "Participation by Minority Business Enterprise in Department of Transportation Programs" as this Part may be amended from time to time.

Section 15.12 RIGHTS OF FEDERAL GOVERNMENT

Any use of Airport services and facilities by Airline shall be subject to whatever right the U.S. government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

Section 15.13 SUBORDINATION OF AGREEMENT

The use of Airport services and facilities by Airline, pursuant to this Agreement, is subordinated to City's existing and future obligations and agreements with or to the federal government including, but not limited to, federal grant assurances.

Nothing contained in this Agreement is intended, nor shall be construed, as a waiver by either party of any right to assert any claim or defense, or raise any issue in any context or forum including, but not limited to, a court or administrative forum, regarding the preemption by federal law, including but not limited to Airline Deregulation Act (49 U.S.C. § 41713), of any state or local law or ordinance, or the Rules and Regulations.

END OF ARTICLE

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ARTICLE 16. DEFAULT AND REMEDIES

Section 16.01 DEFAULT BY AIRLINE AND REMEDIES OF CITY

The occurrence of any one or more of the following events (each an "Airline Event of Default") shall constitute a material default and breach of this Agreement by Airline:

a. The filing by Airline of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of Airline's assets; or
b. Any institution of proceedings in bankruptcy against Airline, and such proceedings are not dismissed within ninety (90) days after commencement; or
c. The taking of jurisdiction by a court of competent jurisdiction of Airline or its assets pursuant to proceedings brought under the provisions of any state or federal insolvency or reorganization act and such proceedings are not dismissed within ninety (90) days after commencement; or
d. The appointment of a receiver or trustee of Airline's assets by a court of competent jurisdiction or by a voluntary agreement with Airline's creditors; or
e. The abandonment by Airline of its conduct of its Air Transportation Business at the Airport and in this context, suspension of operations for a period of ninety (90) consecutive days will be deemed abandonment in the absence of an explanation satisfactory to and accepted in writing by the Director; or
f. The failure of Airline to pay any sum of money due to City under this Agreement, as and when due, and such failure continues uncured for fifteen (15) days after written notice thereof from City; or
g. The failure of Airline to maintain any of the insurance coverages required by this Agreement; or
h. The failure of Airline to adhere to any requirements under Section 13.02 and such failure continues uncured for fifteen (15) days after written notice thereof from City; or
i. Except as provided in the preceding paragraphs of this Section, the failure by Airline to perform any other covenant, obligation, or condition herein required to be performed by Airline and such failure continues uncured for thirty (30) days after written notice thereof from the Director; provided, however, that if such failure cannot reasonably be cured within such 30-day period, such failure shall not constitute an Airline Event of Default if within such 30-day

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period Airline substantially commences to cure such failure and thereafter continuously and diligently prosecutes such cure to completion within a reasonable time.

Upon the occurrence and continuation of any Airline Event of Default, City shall be entitled to terminate this Agreement by written notice to Airline, without prejudice to and without thereby waiving any other rights or remedies arising by reason of such Airline Event of Default, and shall be entitled to exercise all other rights and remedies available to City under this Agreement, at law, in equity and otherwise. Without limiting the generality of the foregoing, in the event that City terminates this Agreement upon the occurrence and continuation of an Airline Event of Default, City shall be entitled to recover from Airline all direct damages incurred by City by reason of Airline's default, including but not limited to the cost of recovering possession of the Leased Premises; reasonable expenses of re-letting, including necessary repairs, renovation and/or alteration of the Leased Premises; reasonable attorney's fees and any real estate commission actually paid; the amount of unpaid rent, charges, fees and other amounts which were due and payable by Airline under the terms of this Agreement at the time of termination; and the worth at the time of award by a court having jurisdiction thereof of the amount of rent, charges, fees and other amounts which would have become due and payable by Airline under the terms of this Agreement after the time of termination during the balance of the Term of this Agreement. For purposes of the preceding sentence, the annual amount of rent, charges, fees and other amounts for each year or portion thereof during the balance of the Term of this Agreement shall be deemed to be the same annual amount that was due and payable by Airline for the Fiscal Year immediately preceding the time of termination of this Agreement.

Alternatively, City may, without terminating this Agreement, enter and repossess the Leased Premises, remove Airline's property and signs therefrom, and re-let the same for such rent, charges, fees and other amounts and upon such terms as shall be satisfactory to City without such re-entry and repossession working a forfeiture of the rent, charges, fees and other amounts to be paid and the covenants to be performed by Airline during the remaining Term of this Agreement. For the purpose of such re-letting, City shall be entitled to make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient, and City shall be entitled to recover from Airline the cost of such repairs, changes, alterations and additions; the

expenses of such re-letting; the amount of unpaid rent, charges, fees and other amounts which were due and payable by Airline under the terms of this Agreement at the time of re-letting; and the difference in value between the rent, charges, fees and other amounts payable by Airline hereunder for the remainder of the Term of this Agreement and the rent, charges, fees and other amounts actually realized from such re-letting. For purposes of the preceding sentence, the annual amount of the rent, charges, fees and other amounts payable by Airline hereunder for the remainder of the Term of this Agreement shall be deemed to be the same annual amount that was due and payable by Airline for the fiscal year of the Airport immediately preceding such re-letting.

Further, if rents, fees, and charges are not paid when due by Airline, subject to the notice and cure provisions of this Section 16.01 or elsewhere in this Agreement, the Director is authorized to seek any necessary legal and administrative remedy to collect unpaid rents, fees, and charges and to assure timely payment of future rents, fees, and charges. These remedies shall be in addition to remedies provided elsewhere in this Article and may include any of the following:

a. Seeking a review of Airline's credit rating from one or more nationally recognized credit rating agencies.
b. Seeking administrative relief through appropriate federal agencies, including the FAA.
c. Such other legal and administrative remedies as permitted by law.

Failure by City to take any authorized action upon the occurrence of any default or Airline Event of Default by Airline with respect to any of the terms, covenants, or conditions required to be performed, kept, and observed by Airline shall not be construed to be or act as a waiver of said default or Airline Event of Default or of any subsequent default or Airline Event of Default with respect to the same or any of the other terms, covenants, and conditions herein contained to be performed, kept, and observed by Airline. The acceptance by City of rents or any other performance of this Agreement from or by Airline for any period or periods after the occurrence of a default or Airline Event of Default (whether or not City has notice or knowledge thereof) by Airline with respect to any of the terms, covenants, and conditions herein required to be performed, kept, and observed by Airline shall not be deemed a waiver of or estoppel to enforce such default or Airline Event of Default or any right or remedy arising by reason thereof, nor any waiver of or estoppel to enforce any other default by Airline, Airline Event of Default, right or remedy.

In addition to the foregoing, and not in limitation thereof, City shall be entitled to terminate this Agreement, without prejudice to and without thereby waiving any other rights or remedies available to City under this Agreement, at law, in equity and otherwise, if Airline shall be prevented, for a period of ninety (90) consecutive days, by any action of any governmental authority, board, agency, or officer having jurisdiction thereof, from conducting its Air Transportation Business at the Airport, or it is so prevented from conducting its Air Transportation Business, either by (i) reason of the United States or any agency thereof, acting directly or indirectly, taking possession of, in whole or substantial part, the Leased Premises or premises required for the actual operation of Airline's aircraft to and from the Airport; or (ii) if all or a substantial part of the Leased Premises shall be acquired through the process of eminent domain.

Section 16.02 DEFAULT BY CITY AND TERMINATION BY AIRLINE

The occurrence of the following (a "City Event of Default") shall constitute a material default and breach of this Agreement by City: the failure by City to perform any covenant or condition under this Agreement within the control of City and herein required to be performed by City and failure of City to use commercially reasonable efforts to remedy such default within thirty (30) days after receipt from Airline of written notice to remedy the same; provided, however, that if such failure cannot reasonably be remedied within such 30-day period, such failure shall not constitute a City Event of Default if within such 30-day period City substantially commences to cure such failure and thereafter continuously and diligently prosecutes such cure to completion within a reasonable time.

Upon the occurrence of a material City Event of Default and if Airline is not in default in payment to City of any amounts due City under this Agreement or otherwise, Airline shall be entitled to exercise all rights and remedies available to Airline under this Agreement, at law, in equity and otherwise; provided, however, that Airline shall be entitled to terminate this Agreement if and only if such City Event of Default results in a constructive eviction of Airline under Florida law, in which event such termination shall be without prejudice to and without Airline thereby waiving any other rights or remedies arising by reason of such City Event of Default. Failure by Airline to take any authorized action upon the occurrence of any default or City Event of Default by Airline with respect to any of the terms, covenants, or conditions required to be performed, kept, and

observed by City shall not be construed to be or act as a waiver of said default or City Event of Default or of any subsequent default or City Event of Default with respect to the same or any of the other terms, covenants, and conditions herein contained to be performed, kept, and observed by City.

The performance by Airline of all or any part of this Agreement for or during any period or periods after the occurrence of a default or City Event of Default (whether or not Airline has notice or knowledge thereof) by City with respect to any of the terms, covenants, and conditions herein required to be performed, kept, and observed by City shall not be deemed a waiver of or estoppel to enforce such default or City Event of Default or any right or remedy arising by reason thereof, nor any waiver of or estoppel to enforce any other default by City, City Event of Default, right or remedy.

In addition to the foregoing, and not in limitation thereof, so long as Airline is not in default in payment to City of any amounts due City under this Agreement or otherwise, Airline shall be entitled to terminate this Agreement, without prejudice to and without thereby waiving any other rights or remedies available to Airline under this Agreement, at law, in equity and otherwise, upon the occurrence of any of the following events:

a. Termination, suspension, revocation or cancellation, by any federal agency (including foreign government agency) with competent jurisdiction of Airline's right or authority to operate as a scheduled air carrier serving the Airport, if but only if such termination, suspension, revocation or cancellation is not necessitated by or the result of an act or omission of Airline; or

b. Issuance by a court of competent jurisdiction of an injunction that in any way substantially prevents or restrains the use of the Airport or any part thereof necessary for Airline's scheduled flight operations and which injunction remains in force for a period of at least thirty (30) days after City has exhausted or abandoned all appeals, if but only if such injunction is not necessitated by or the result of an act or omission of Airline; or

c. If, at any time during the Term of this Agreement, because of City's failure to provide within

a reasonable time safe aircraft operating facilities, the Federal Aviation Administration or its successor fails or refuses to certify the Airport as adequate to accommodate aircraft that Airline is licensed to operate and is operating into and from all other airports of like size and character and with similar facilities and which aircraft are in general use on Airline's scheduled transportation route system and which Airline may reasonably desire to operate into or from the Airport, if but only if such refusal or failure is not necessitated by or the result of an act or omission of Airline; or

d. The inability of Airline for a continuing period in excess of ninety (90) days to use the Airport or to exercise any rights or privileges granted to Airline hereunder and necessary to its scheduled flight operations because of any law or ordinance by any governmental authority having jurisdiction over the operations of the Airport or Airline, or because of any order, rule, regulation, or other action or any non-action of the Federal Aviation Administration, its successor, or any other authorized governmental agency prohibiting such use, if but only if Airline's inability is not necessitated by or the result of any act or omission of Airline; or

e. The assumption by the United States government or any authorized agency thereof of the operation, control, or use of the Airport and facilities, or any substantial part thereof, in such a manner as to substantially restrict Airline, for a continuous period of at least ninety (90) days, from operating its Air Transportation Business; or

f. Termination, suspension, or discontinuation of Airline's services at the Airport by a governmental agency authorized to do so because of a war or national emergency declared by the government.

In any event where the use of the Airport by Airline is materially affected as provided herein through no fault of Airline and whether or not Airline is entitled to cancel this Agreement as herein provided, while such event is continuing, an equitable adjustment to the rents herein required to be paid by Airline shall be made by the Director.

END OF ARTICLE

ARTICLE 17. ASSIGNMENT AND SUBLETTING

Airline shall not at any time assign this Agreement in whole or in part without the prior written consent of the Director; provided, however, that the foregoing shall not prevent the assignment of this Agreement to any corporation with which Airline may merge or consolidate or which may succeed to the business of Airline.

Airline may sublet all or any part of the Leased Premises only after obtaining the prior written consent of the Director, but if an Airline Event of Default shall occur and be continuing under this Agreement, City may collect rent from such sublessee or occupant and apply the amount collected to the extent possible to satisfy the obligations of Airline hereunder, but no such collection shall be deemed a waiver by City of the covenants contained herein or the acceptance by City of such sublessee or occupant as a successor to Airline or a release of Airline by City from its obligations hereunder.

All of the terms, provisions, covenants, stipulations, conditions, and consideration in this Agreement shall extend to and bind the legal representatives, successors, sublessees, and assigns of the respective parties hereto.

City hereby retains the right to assign and transfer this Agreement to another public body of the State of Florida pursuant to any applicable laws of the State. In such event, this Agreement shall be binding upon such successor, and City shall have no further obligation or liability under this Agreement arising after the date of such assignment.

END OF ARTICLE

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ARTICLE 18. MISCELLANEOUS

Section 18.01 ACKNOWLEDGMENT

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations hereunder. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against City by reason of the preparation of this Agreement by City.

Section 18.02 AIRPORT ACCESS LICENSE/PERMIT

City reserves the right to establish a licensing or permit procedure for vehicles requiring access to the Airport operational areas and to levy directly against Airline or its suppliers a reasonable regulatory or administrative charge for issuance of such Airport access license or permit. The Director shall give reasonable notice to, and shall consult with, Airline prior to making any material change to such license or permit charges.

Section 18.03 AMENDMENTS

This Agreement may be amended in whole or in part without further consideration upon mutual written consent of both parties.

Section 18.04 AUTHORITY OF DIRECTOR

The Charter of the City of Pensacola provides that the Mayor shall serve as the City's Chief Executive Officer. Upon approval by the City Council of this Airline Operating Agreement and Terminal Building Lease, the Mayor shall be authorized and obligated to perform, discharge and enforce all of the obligations, rights and responsibilities of the City which are created by, referenced or expressly or implicitly contained in this Agreement. The Mayor may, in his discretion, enforce and perform the rights and obligations of the City through such designees as he may select and identify to the signatories herein, and until such notice to the contrary has been provided, the Mayor hereby designates the Airport Director as his designee, unless provided otherwise or required by law.

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Section 18.05 BUSINESS PRIVILEGE FEES

The City has reserved the right to levy Business Privilege Fees on any person or company (including Airline as provided elsewhere in this Agreement) for conducting business at the Airport. If, as, and when the City decides to levy Business Privilege Fees, the Director shall first notify and consult with the Signatory Airlines on the salient elements and factors involved. Under the terms of this Agreement, the proceeds of Business Privilege Fees will be credited to reduce Air Transportation Company rents and fees. The Director will credit revenue from Business Privilege Fees levied to Airport Cost Centers that relate to the services provided as determined by the Director in the Director's management discretion. The proceeds from Business Privilege Fees will be used as a credit in the calculation of rents and fees in the subsequent Fiscal Year.

Section 18.06 CAPACITY TO EXECUTE

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting hereunder.

Section 18.07 CITY NOT LIABLE

Except as specifically provided for in this Agreement, City shall not be under any duty or obligation to Airline to repair or maintain the Leased Premises, or any portion thereof, or any facilities or equipment constructed thereon; provided that City shall repair damages to the Leased Premises caused solely by the negligence or willful misconduct of City, its employees, agents or contractors. The City shall not be responsible or liable to Airline for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by Airline resulting from failure of any water supply, heat, air conditioning, electrical power, or sewage or drainage facility, or caused by the natural physical conditions on the Airport, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, or state of war, civilian commotion or riot, or any other cause or peril beyond the control of City.

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Section 18.08 COMPLIANCE BY OTHER TENANTS.

The City shall, whenever possible, make reasonable efforts to obtain uniform compliance with the Rules and Regulations; however, City shall not be liable to Airline for any violation or non-observance of the Rules and Regulations by any user, tenant, concessionaire, other Air Transportation Company, invitee, licensee, or trespasser at the Airport nor shall such violation or non-observance by a user, tenant, concessionaire, other Air Transportation Company, invitee, licensee, or trespasser at the Airport, constitute a waiver of Airline's obligation to comply with the Rules and Regulations.

Section 18.09 COMPLIANCE WITH FAR PART 77

Airline agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned by Airline for the Leased Premises, or in the event of any planned modification or alteration by Airline of any present or future building or structure on the Leased Premises.

Section 18.10 DELIVERY OF NOTICES

Any notice required or permitted by this Agreement shall be in writing and (1) served by email to the email address of the intended recipient set forth hereinbelow and (2) (a) served personally, (b) sent by registered or certified mail (return receipt requested), postage prepaid, or (c) sent by a nationally recognized courier service such as FedEx, or UPS, fees prepaid, for next business day delivery. Any notice sent pursuant to this paragraph shall be deemed to have been received by the addressee on the earlier of (a) actual receipt or (b) five (5) business days after deposit of it in the U. S. mail or (c) the next business day after deposit of it with such courier service, as the case may be, in each case provided that such notice has also been served via email as provided hereinabove.

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Notices to City shall be addressed to:

CITY OF PENSACOLA
Airport Director
Pensacola International Airport
2430 Airport Blvd., Ste. 225
Pensacola FL 32504
mcoughlin@cityofpensacola.com

with copy to:

CITY OF PENSACOLA
City Attorney
222 W. Main Street
Pensacola, Florida 32502
legal@cityofpensacola.com

Notices to Airline shall be addressed to:

_____
_____
_____

Email address: _____

Section 18.11 DISTRIBUTION OF FUNDS UPON TERMINATION.

All amounts remaining in any fund or account, including any debt service reserve, established under any Bond Resolution or other financing documents entered into by City shall be distributed or applied in accordance with the provisions of the Bond Resolution or other financing document under which such fund or account was established. All amounts in any other fund or account established in connection with this Agreement shall be distributed to City, which may use such amounts for any lawful Airport Purposes.

Section 18.12 EMPLOYEES OF AIRLINE

Airline shall require all of its employees and subcontractors and independent contractors hired by Airline working in view of the public and about the Terminal Building to wear attire as appropriate to the job duties performed and to display appropriate identification. Airline employees shall obtain identification badges from the Director. Airline, or its employees, shall be responsible for

paying the cost of Transportation Security Administration required employee background checks and badging.

Section 18.13 ENERGY CONSERVATION

Airline shall comply with the Rules and Regulations pertaining to energy conservation and management to the extent that such Rules and Regulations do not unreasonably infringe on the rights and privileges granted herein or place an undue financial or administrative burden on Airline.

Section 18.14 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by City and Airline. This Agreement supersedes all prior agreements and understandings, written and oral, expressed or implied, between City and Airline related hereto. Airline agrees that no representations or grant of rights or privileges shall be binding upon City unless expressed in writing in this Agreement.

Section 18.15 EXCLUSIVENESS OF AIRLINE'S RIGHTS

Nothing herein contained shall be deemed to grant to Airline any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, Airline shall have the right to exclusive possession of the Exclusive Use Space leased to Airline under the provisions of this Agreement.

Section 18.16 FAVORED NATIONS

Airline shall have the same rights and privileges and pay City-established fees and charges determined on the same basis, not to exceed those established under the provisions of this Agreement as periodically revised under the terms hereof, with respect to the use of the Airport as any other Signatory Airline. Notwithstanding the foregoing, it is understood that rents and fees established in this Agreement may, to the extent permitted under applicable federal law, vary among lessees on account of the different premises to be leased.

Section 18.17 FORCE MAJEURE

Neither City nor Airline shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, terrorism, weather conditions, tides, riots, rebellion, sabotage, epidemics, pandemics, or any other circumstances for which it is not responsible or which is not in its control; provided, however, that these provisions shall not excuse Airline from paying rents, fees, and charges; however, in the event of a Force Majeure that prevents Airline from paying rents, fees and charges as and when due under this Agreement, Airline may delay making such payments until such Force Majeure no longer exists but in no event for more than thirty (30) days after the first occurrence of such Force Majeure.

Section 18.18 GENERAL INTERPRETATION

Insofar as this Agreement grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Airport by Airline, such use or the doing of such act or thing by Airline shall be in connection with the operation of its Air Transportation Business on scheduled or nonscheduled flights, whether as a common carrier, a contract carrier, a private carrier, or otherwise. Each of the parties, however, has entered into this Agreement solely for its own benefit, and (without limiting the right of either party to maintain suits, actions, or other proceedings because of breaches of this Agreement) this Agreement does not grant to any third person (excepting a successor party to City or Airline) a right to claim damages or bring any suit, action, or other proceeding against either City or Airline because of any breach hereof.

Section 18.19 GOVERNING LAW

This Agreement 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 Agreement.

Section 18.20 HOLDING OVER

If Airline remains in possession of the Leased Premises after the expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or

extension of this Agreement, but shall create only a tenancy at sufferance that may be terminated at any time by City. Such holding over shall otherwise be under the same terms and conditions as set forth in this Agreement.

Section 18.21 HEADINGS

The headings of the Articles and paragraphs of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions of this Agreement or of its interpretation.

Section 18.22 INCORPORATION OF EXHIBITS

All exhibits referred to in this Agreement are intended to be and hereby are specifically incorporated and made a part of this Agreement.

Section 18.23 INCORPORATION OF REQUIRED PROVISIONS

The parties incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or agency.

Section 18.24 INDEPENDENT CONTRACTOR

As respects City, Airline shall be and remain an independent contractor for all intents and purposes.

Section 18.25 NO AGENCY

Nothing in this Agreement shall be construed as making Airline an agent or representative of City for any purpose whatsoever.

Section 18.26 INVALID PROVISIONS

In the event any covenant, condition, or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided the invalidity of any such covenant, condition, or provision does not materially prejudice either City or Airline in

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its respective rights and obligations contained in the valid covenants, conditions, and provisions of this Agreement.

Section 18.27 LICENSES, FEES, AND PERMITS

Airline shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, State, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

Section 18.28 LIENS

No person or entity performing or providing labor, work, services or materials to or upon the Leased Premises by, through or at the request of Airline shall be entitled to claim or assert any lien, statutory or otherwise, against City's fee simple estate and interest in the Leased Premises or any portion thereof. Airline shall not suffer or permit any construction, mechanics' or other lien to be filed against the fee of the Leased Premises or against Airline's leasehold interest in the Leased Premises by reason of any work, labor, services or materials supplied or claimed to have been supplied to Airline or to anyone holding the Leased Premises, or any part thereof, through or under Airline.

If any such construction lien shall be recorded against City's fee simple estate and interest in the Leased Premises or against Airline's leasehold interest in the Leased Premises, Airline shall promptly cause the same to be removed or bonded against in accordance with applicable law and in any event within thirty (30) days after Airline receives notice of such filing.

In the event any person or corporation shall attempt to assert a construction lien or other lien against the Leased Premises for improvements made by Airline, Airline shall hold City harmless from such claim, including the cost of defense.

Section 18.29 NATIONAL EMERGENCY

This Agreement and all the provisions hereof shall be subject to whatever right the U.S. Government now has, or in the future may have or acquire, affecting the control, operation,

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regulation, and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

Section 18.30 NO AUTOMATIC RENEWALS

This Agreement contains no automatic renewals of the Term; provided, however, said Term may be extended in accordance with Section 2.02 of this Agreement.

Section 18.31 NONLIABILITY OF INDIVIDUALS

No director, officer, agent, elected official, or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

Section 18.32 NONINTERFERENCE WITH AIRPORT OPERATIONS

Airline, by accepting this Agreement, expressly agrees for itself, its successors, and assigns that it will not make use of its Leased Premises in any manner that might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, on reasonable notice to Airline and opportunity to cure, City reserves the right, among others, to enter Airline Leased Premises and cause the abatement of such interference at the expense of Airline.

Section 18.33 NOTICE OR CONSENT

Any notice, consent or approval required herein to be obtained from or given by City (or the Director) may be given by the Director unless otherwise provided. Consent or approval of City or Airline when required herein shall not be unreasonably withheld, delayed, or conditioned.

Section 18.34 OBTAINING FEDERAL AND STATE FUNDS

City shall use its best efforts to maximize grants from State or federal agencies or other sources, when consistent with prudent management of the Airport.

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Section 18.35 OPERATION OF AIRPORT

City agrees to maintain and operate the Airport in substantial compliance with all applicable standards, rules, and regulations of the Federal Aviation Administration or its successor. City shall exercise its rights hereunder and otherwise operate the Airport with due regard for the operational requirements and long-term interests of Airline and the interests of the traveling public, in a manner that is consistent with applicable laws, federal aviation regulations, federal grant assurances, and Bond Resolution.

Section 18.36 OTHER LAND AND BUILDINGS EXCLUDED

It is agreed and understood that it is not intended by this Agreement or any exhibit hereto to lease any building, space, or area or to set any rental rates for any building, space, or area other than what is specifically described herein.

Section 18.37 OWNERSHIP OF IMPROVEMENTS

Upon completion of or installation of any fixture, addition, or improvement, excluding Personal Property as defined in Article 1, on the Leased Premises, such addition, fixture, or improvement shall immediately become the property of City, as owner, subject only to the right of Airline to use same during the term of this Agreement and shall remain the property of City thereafter with the sole right, title, and interest thereto.

Section 18.38 PAYMENT OF TAXES

Airline shall pay all taxes and assessments that may be levied upon, assessed, or charged Airline or its property located on the Airport by the State of Florida or any of its political subdivisions or municipal corporations, and shall obtain and pay for all licenses and permits required by law. However, Airline shall have the right to contest, in good faith, the validity or application of any such tax, assessment, license, or permit and shall not be considered in default hereunder so long as such contest is in progress. Further, Airline agrees to diligently prosecute such contest.

Section 18.39 PUBLIC ADDRESS SYSTEM

Airline agrees that the use of Airport's public address system will be in accordance with Airport's written public address system policy. Airline shall not install, cause to be installed, or use any

other public address system at the Terminal Building without the prior written approval of the Director.

Section 18.40 PUBLIC RECORDS LAWS

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Airline shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Airline. Notwithstanding any contrary provision in this Agreement, any failure by Airline to comply with the Florida Public Records Law, if and to the extent that it is applicable to Airline, that continues for seven (7) days after written notice from City shall constitute an Airline Event of Default.

IF AIRLINE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AIRLINE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY CLERK, 222 WEST MAIN STREET, PENSACOLA, FLORIDA 32502; PUBLICRECORDS@CITYOFPENSACOLA.COM; (850) 435-1715.

Section 18.41 PRUDENT OPERATOR

City agrees to operate the Airport in a prudent manner to maximize Non-Airline Revenues consistent with its obligations as a public airport sponsor.

Section 18.42 REMEDIES TO BE NONEXCLUSIVE

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to City or Airline at law or in equity (to the extent not inconsistent with the express provisions hereof) and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Section 18.43 RIGHT TO AUDIT BOOKS AND RECORDS

Airline agrees to keep books and records on its operations at the Airport or its headquarters for a period of five (5) years, and the Director or any other authorized City representative, upon reasonable advance written notice to Airline, shall have the right to inspect and audit such books and records to ensure compliance with the prevailing municipal bond disclosure requirements and to determine that City has received from Airline all moneys due City under the terms hereof, including, but not limited to, rents, fees, and charges and PFCs (if applicable) payable to City by Airline. Likewise, Airline shall have the right to inspect the books and records of City relating to the provisions hereof.

Section 18.44 RIGHT TO LEASE TO UNITED STATES GOVERNMENT

During time of war or national emergency, City shall have the right to lease the Airport landing area or any part thereof to the United States government for use by the Armed Forces and, if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended; however, such suspension shall not extend the Term of this Agreement. If, as a result of any such lease, the rights or duties of Airline hereunder are materially affected, then Airline shall receive an equitable rental adjustment or the right to terminate as described herein.

Section 18.45 RIGHTS RESERVED TO CITY

Nothing contained herein shall unlawfully impair the right of City to exercise its governmental or legislative functions. This Agreement is made subject to the Constitution and laws of the State of Florida and to the Charter of City of Pensacola, Florida, and to the provisions of the Airport Improvement Program Grant Agreements applicable to the Airport and its operation, and the provisions of such agreements, insofar as they are applicable to the terms and provisions of this Agreement, shall be considered a part hereof to the same extent as though copied herein at length to the extent, but only to the extent, that the provisions of any such agreements are required generally by the United States at other civil airports receiving federal funds. To the best of City's knowledge, nothing contained in such laws or agreements conflicts with the express provisions of this Agreement.

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Section 18.46 SEC RULE 15C2-12.

Airline, upon request by City, shall provide City with such information as City may reasonably request in writing to the extent such information is required to be provided by Airline for City to comply with City's continuing disclosure requirements under SEC Rule 15c2-12 as it may be amended from time to time, provided, however, that Airline may in lieu of providing the requested information direct City to an Airline or SEC website where the requested information is then currently available.

Section 18.47 SUBORDINATION TO AGREEMENTS WITH THE U.S. GOVERNMENT

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between City and the United States relative to the operation or maintenance of the Airport, the execution of which agreement has been required as a condition precedent to the transfer of federal rights or property to City for Airport Purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, the Federal Aid to Airports Act, the Airport and Airway Development Act of 1970, and the Airport and Airway Improvement Act of 1982, as such acts have been amended from time to time. City covenants that it has no existing agreements with the United States in conflict with the express provisions hereof.

In the event that the FAA requires, as a condition precedent to the granting of funds for the improvement of the Airport, modifications or changes to this Agreement, Airline agrees to consent to such reasonable amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable City to obtain such grant of funds, provided that in no event shall such changes materially impair the rights of Airline hereunder.

Section 18.48 SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, this provision shall in no way whatsoever alter the restriction herein regarding assignment and subletting by Airline.

Section 18.49 TRIAL BY JURY

The parties to this Agreement desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors, heirs and permitted assigns, that they shall and hereby do waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Agreement and/or the relationship which arises hereunder. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by all parties, and is in the best interest of all parties.

Section 18.50 THIRD PARTIES

Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 18.51 TIME IS OF THE ESSENCE

Time is of the essence in this Agreement.

END OF ARTICLE

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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the dates set forth below.

CITY:

CITY OF PENSACOLA

By: _____
D.C Reeves, Mayor

Date: _____

Attest: _____
Erika L. Burnett, City Clerk

Approved as to Substance:

_____
Matthew F. Coughlin,
Airport Executive Director

Legal in form and execution:

_____
City Attorney

AIRLINE:

_____

By: _____

Print Name: _____

Title: _____

Date: _____

Signed and delivered in the presence of:

_____

Print Name: _____

_____

Print Name: _____

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Exhibit A – Airport Layout Plan

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EXHIBIT A –AIRPORT LAYOUT PLAN

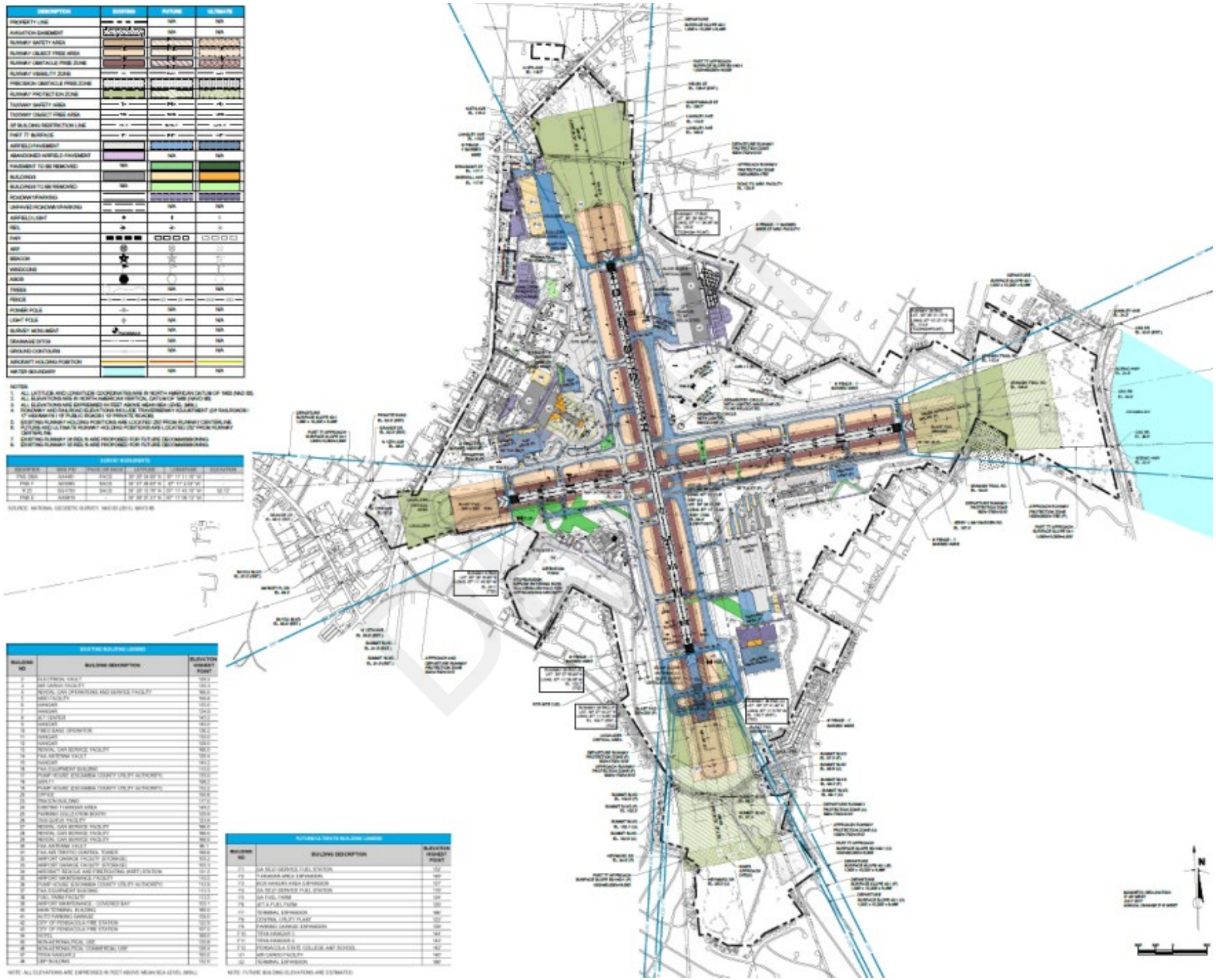

Exhibit B – Terminal Layout Plan

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EXHIBIT B – TERMINAL LAYOUT PLAN

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EXHIBIT B – TERMINAL LAYOUT PLAN

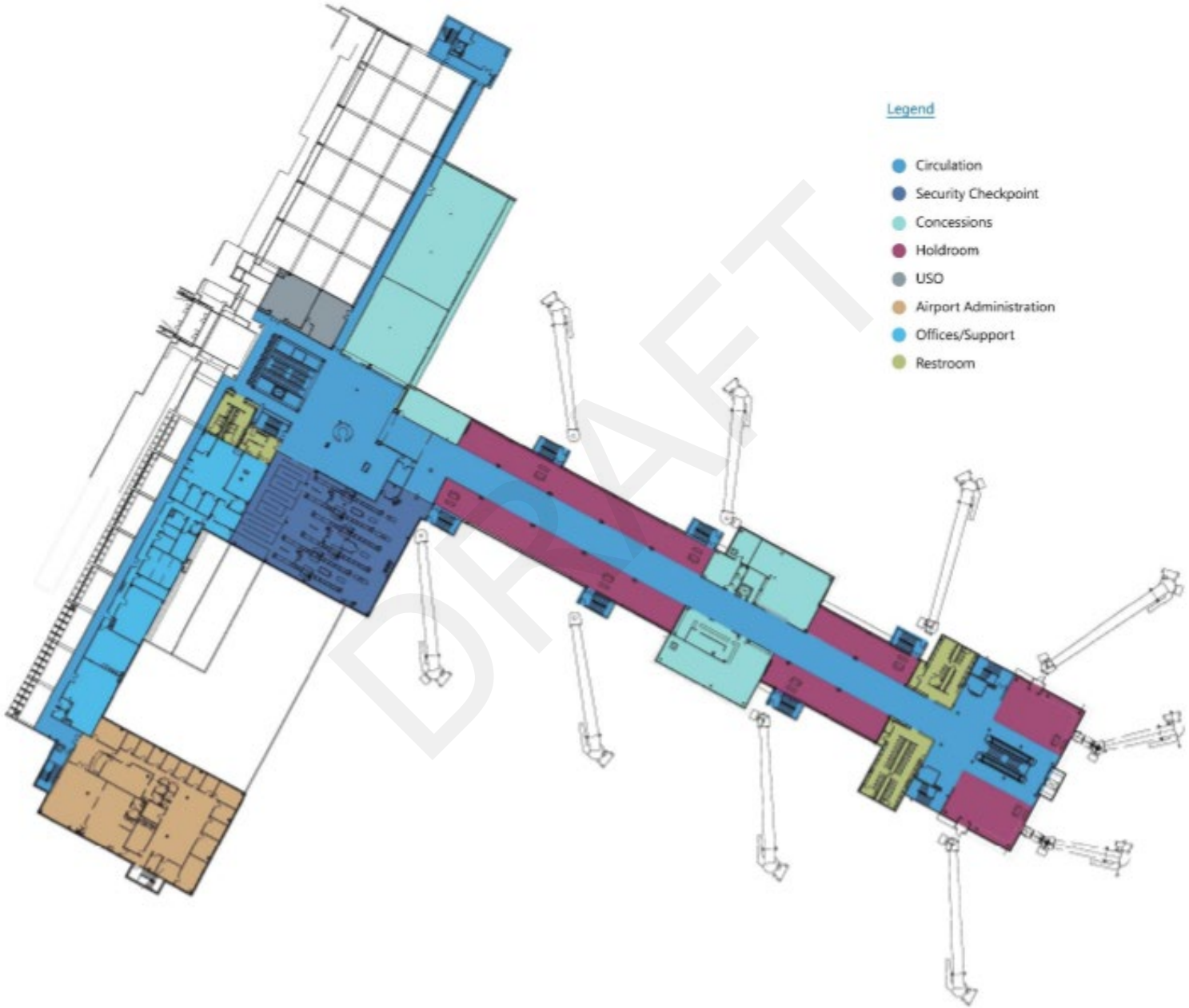

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Exhibit C – Airline Rented Space

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EXHIBIT C- AIRLINE RENTED SPACE

PREFERENTIAL SPACE

HOLDROOMS

AMERICAN - 5,250 SF

Category					
Preferential Use Space		Rented	Not Rented	Non Rentable	Total
Airline Holdroom & Gates					
American	Holdroom 5	2,001	-	-	2,001
	Holdroom 6	1,747	-	-	1,747
	Holdroom 7	1,502	-	-	1,502
Total Holdrooms & Gates		5,250	-	-	5,250

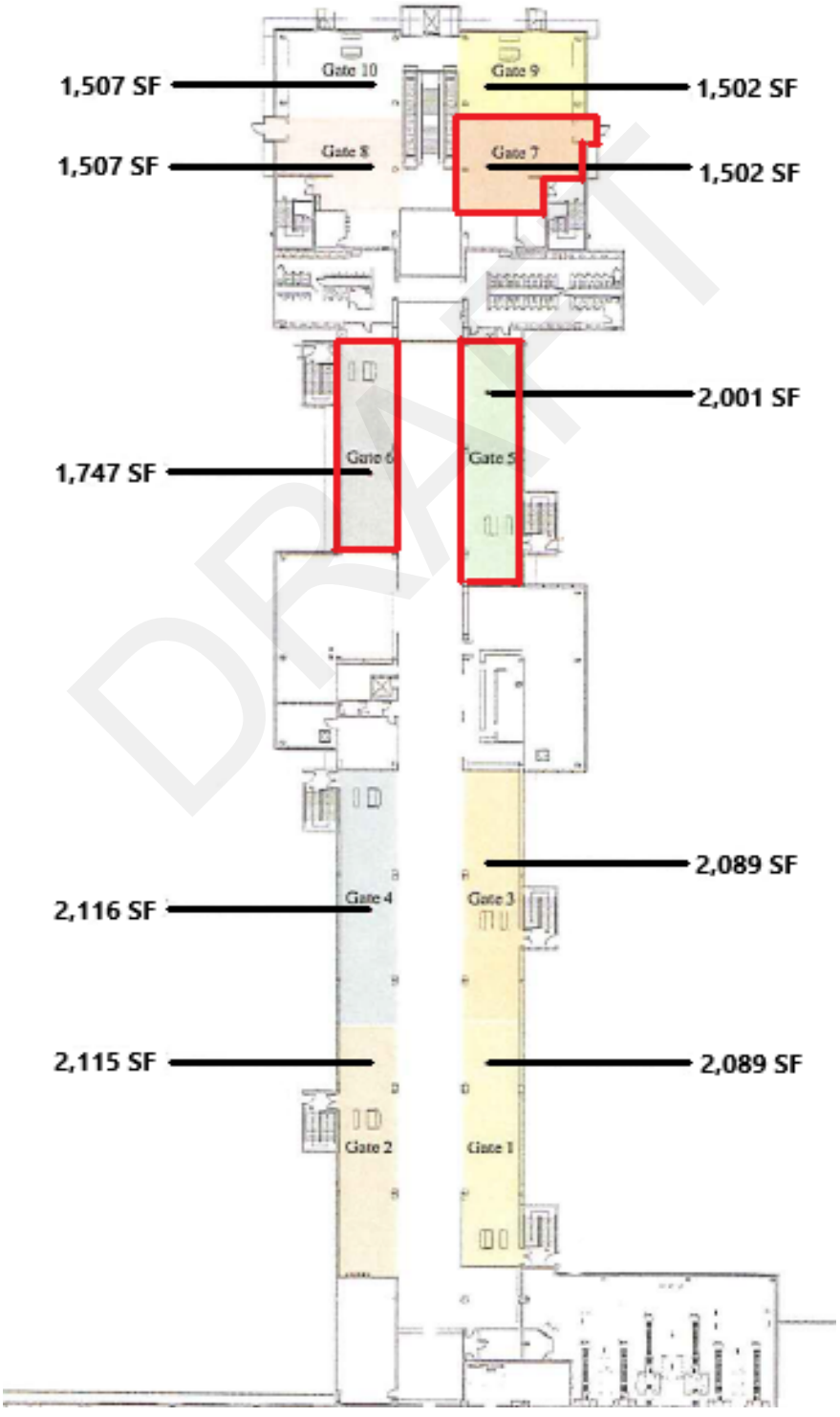

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EXHIBIT C- AIRLINE RENTED SPACE

PREFERENTIAL SPACE

GATE/AIR CARRIER RAMP

AMERICAN - 420 LF

Category					
Preferential Use Space		Rented	Not Rented	Non Rentable	Total
Airline Air Carrier Ramp Space					
American	Ramp 5	140	-	-	140
	Ramp 6	140	-	-	140
	Ramp 7	140	-	-	140
Total Air Carrier Ramp		420	-	-	420

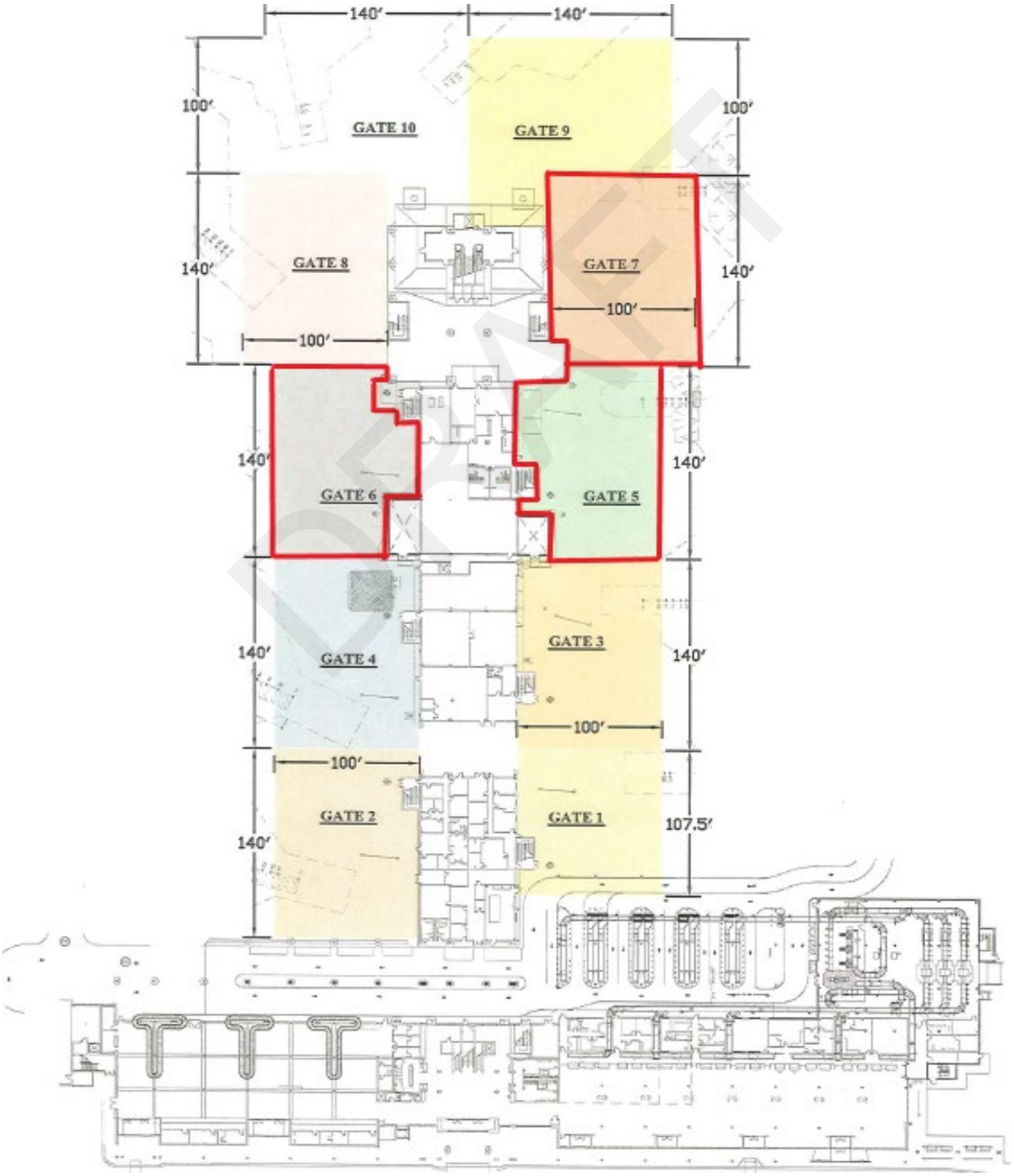

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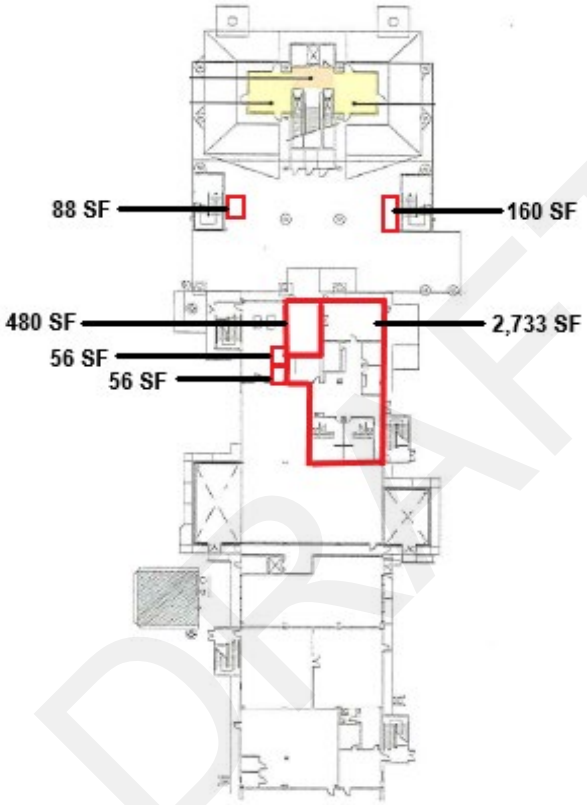
EXHIBIT C- AIRLINE RENTED SPACE

EXCLUSIVE SPACE

TICKETING/OPERATIONS

AMERICAN - 5,832 SF

Category					
Exclusive Use Space		Rented	Not Rented	Non Rentable	Total
Airline Ticketing, Operations, and Office Areas					
American	Ticketing	2,100	-	-	2,100
	Operations Space	3,573	-	-	3,573
	Bag Service Office	159	-	-	159
Total Ticketing, Operations, and Office Areas		5,832	-	-	5,832



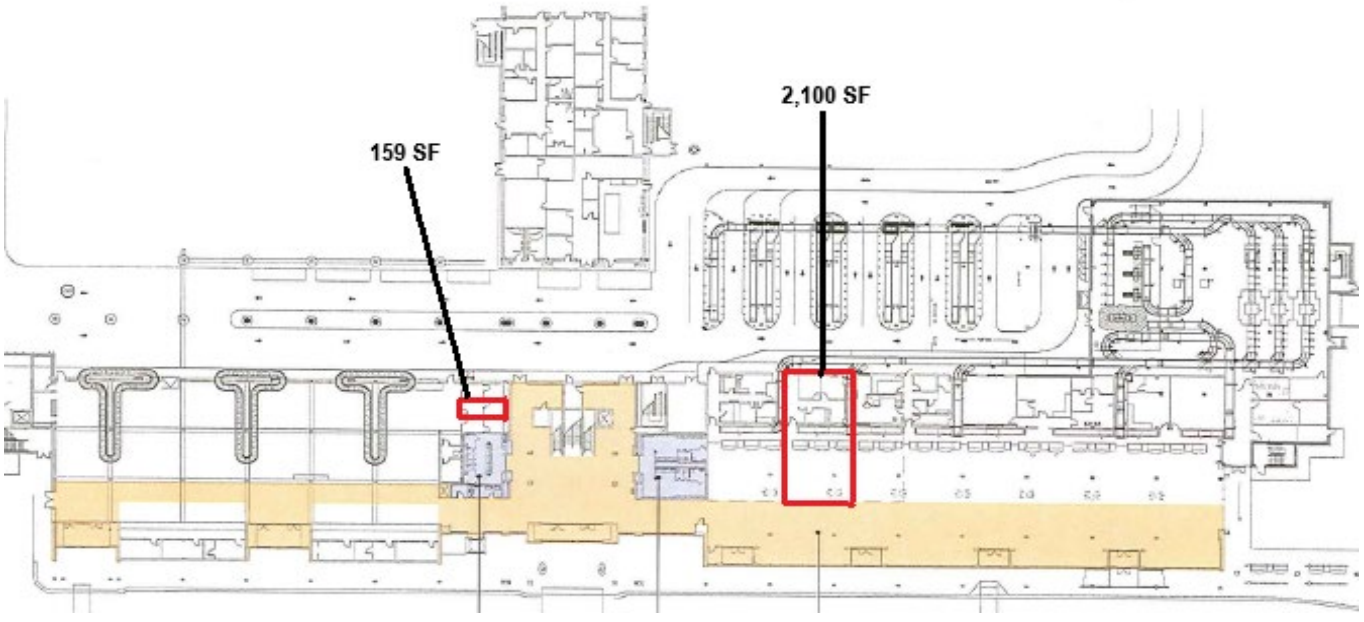


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EXHIBIT C- AIRLINE RENTED SPACE

PREFERENTIAL SPACE

HOLDROOMS

DELTA - 4,231 SF

Category					
Preferential Use Space		Rented	Not Rented	Non Rentable	Total
Airline Holdroom & Gates					
Delta					
	Holdroom 4	2,116	-	-	2,116
	Holdroom 5	2,115	-	-	2,115
Total Holdrooms & Gates		4,231	-	-	4,231

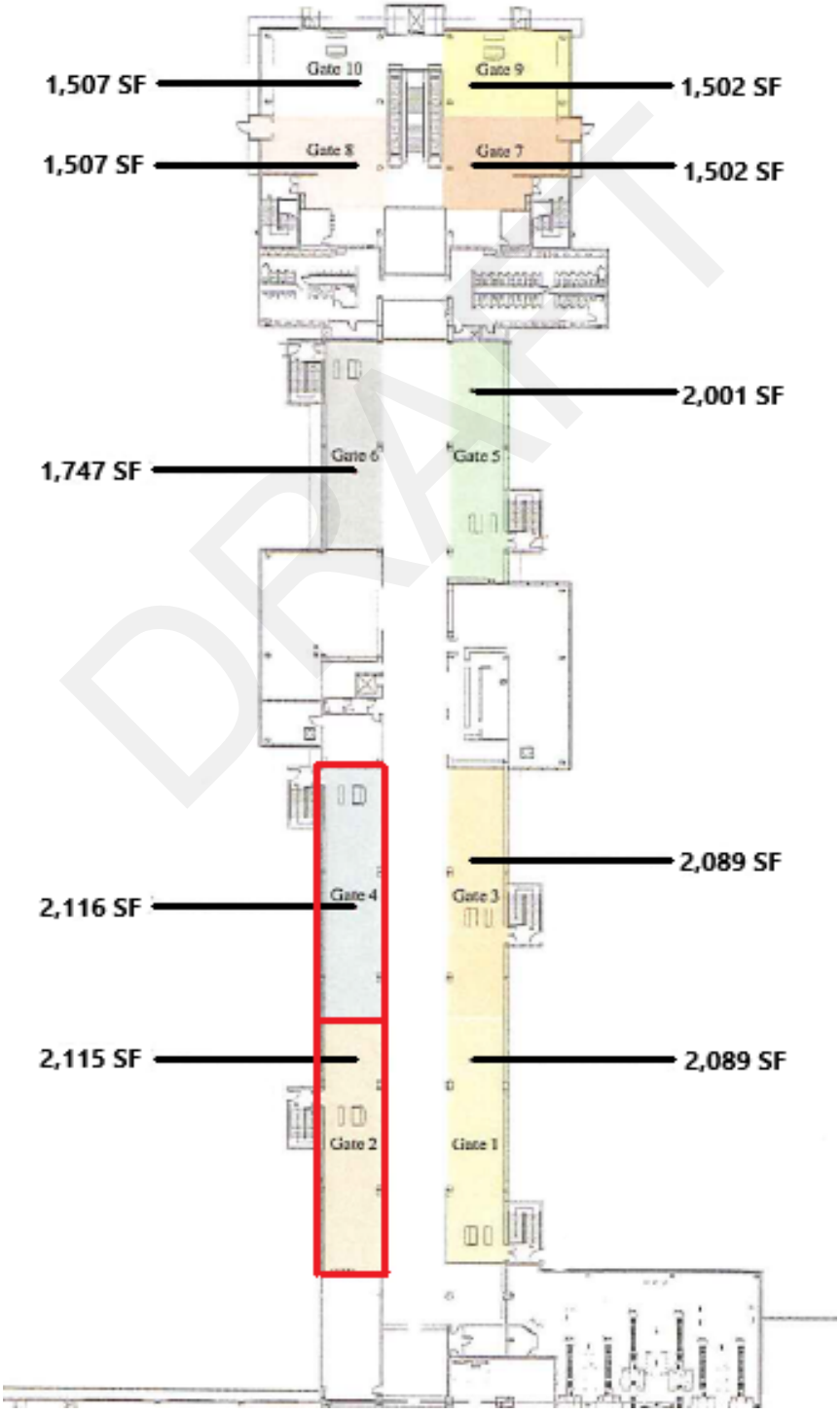

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EXHIBIT C- AIRLINE RENTED SPACE

PREFERENTIAL SPACE

GATE/AIR CARRIER RAMP

DELTA - 280 LF

Category					
Preferential Use Space		Rented	Not Rented	Non Rentable	Total
Airline Air Carrier Ramp Space					
Delta					
	Ramp 2	140	-	-	140
	Ramp 4	140	-	-	140
Total Air Carrier Ramp		280	-	-	280

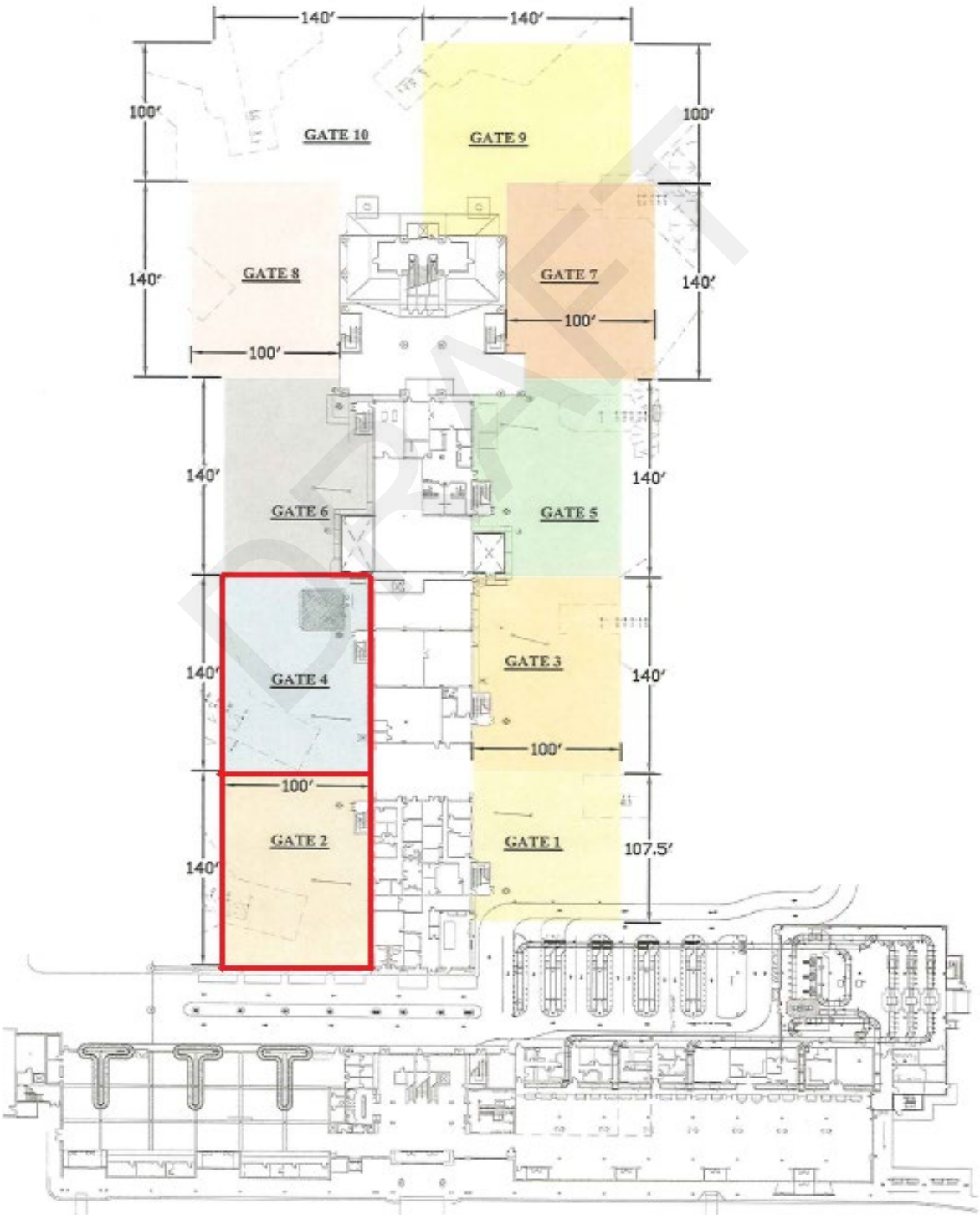

EXHIBIT C- AIRLINE RENTED SPACE

EXCLUSIVE SPACE

TICKETING/OPERATIONS

DELTA - 6,927 SF

Category					
Exclusive Use Space		Rented	Not Rented	Non Rentable	Total
Airline Ticketing, Operations, and Office Areas					
Delta	Ticketing	2,344	-	-	2,344
	Operations Space	4,394	-	-	4,394
	Bag Service Office	189	-	-	189
Total Ticketing, Operations, and Office Areas		6,927	-	-	6,927

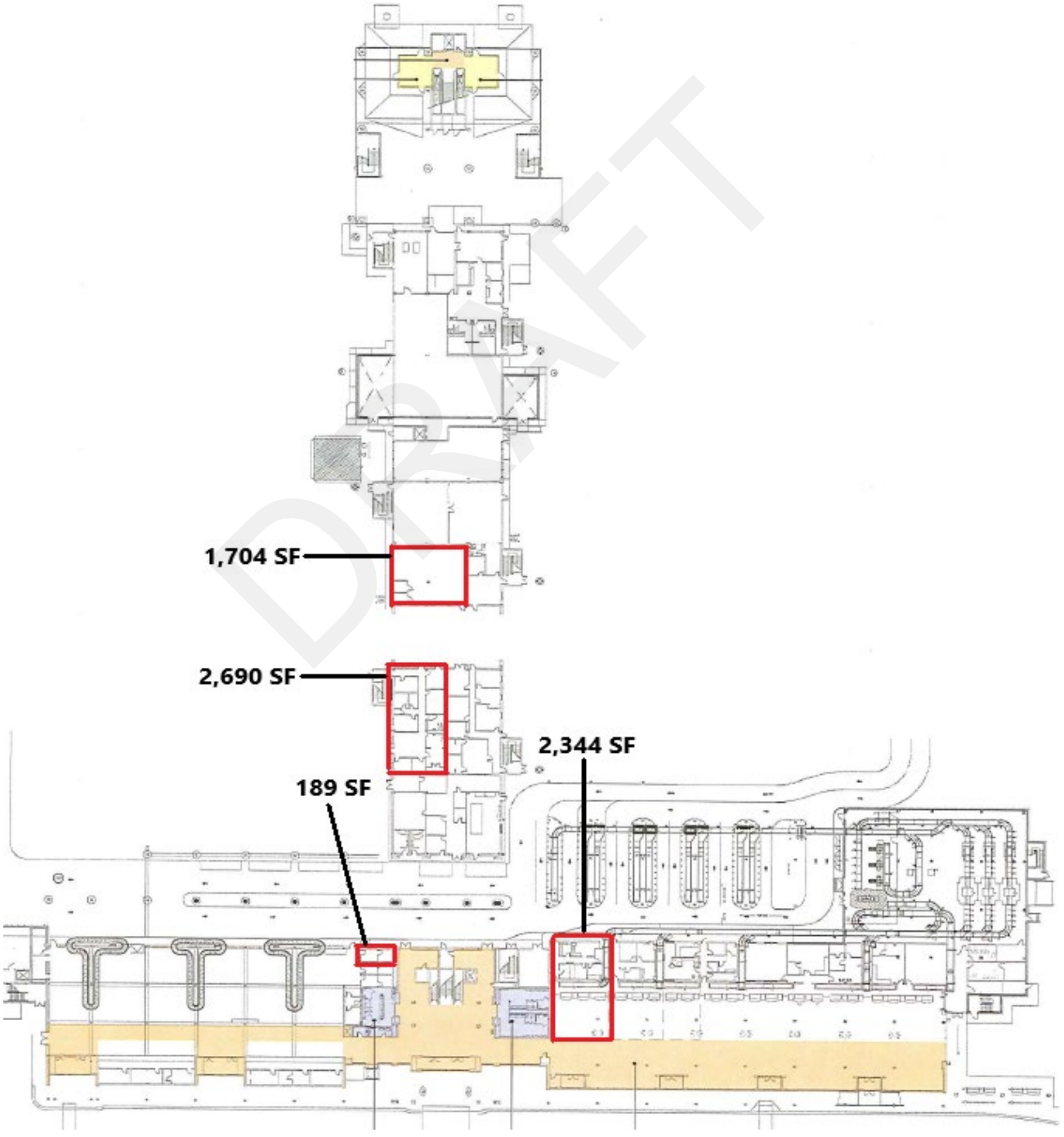

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EXHIBIT C- AIRLINE RENTED SPACE

PREFERENTIAL SPACE

HOLDROOMS

SOUTHWEST - 1,507 SF

Category				
Preferential Use Space	Rented	Not Rented	Non Rentable	Total
Airline Holdroom & Gates				
Southwest				
Holdroom 10	1,507	-	-	1,507
Total Holdrooms & Gates	1,507	-	-	1,507

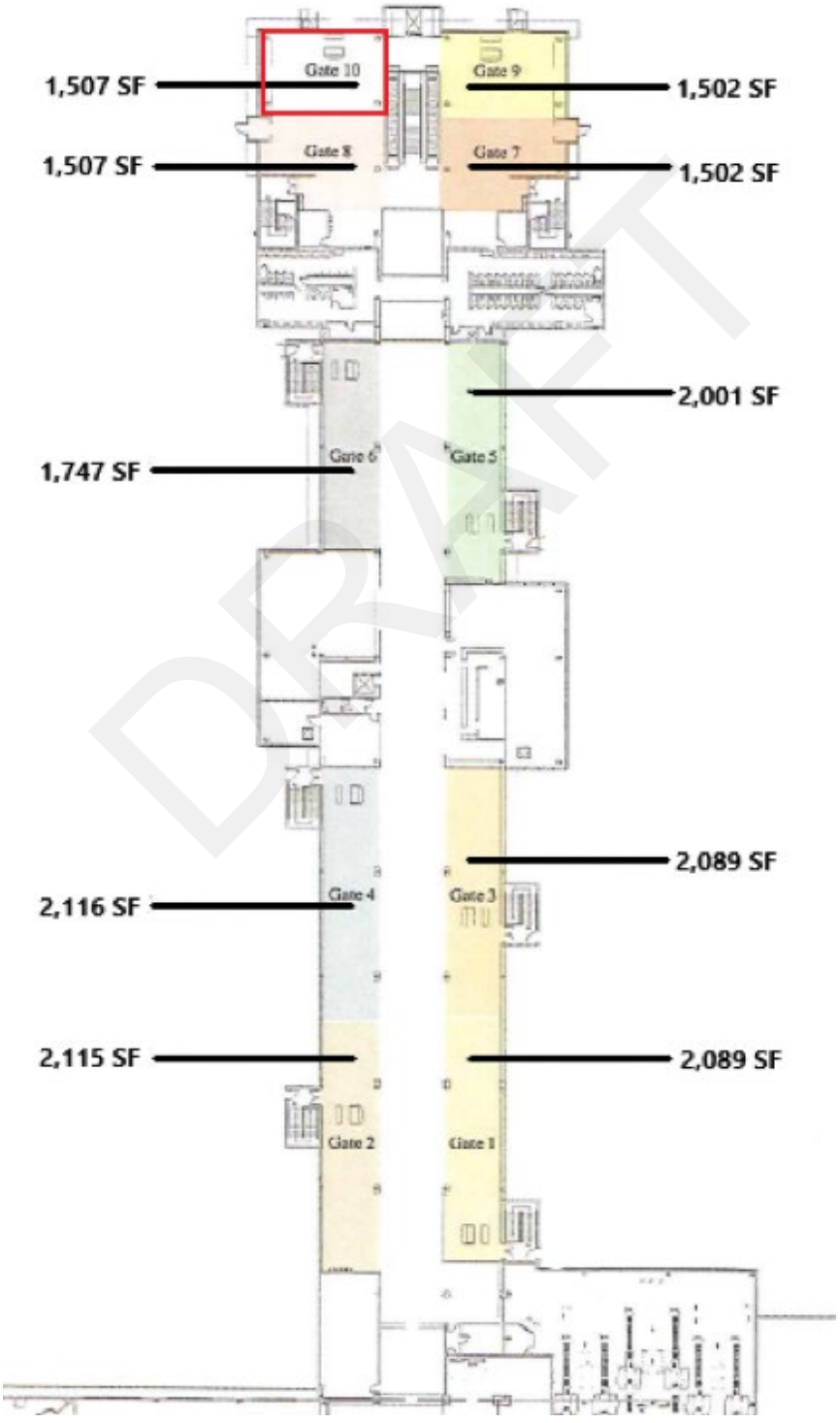

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EXHIBIT C- AIRLINE RENTED SPACE

PREFERENTIAL SPACE

GATE/AIR CARRIER RAMP

SOUTHWEST - 140 LF

Category				
Preferential Use Space	Rented	Not Rented	Non Rentable	Total
Airline Air Carrier Ramp Space Southwest Ramp 10	140	-	-	140
Total Air Carrier Ramp	140	-	-	140

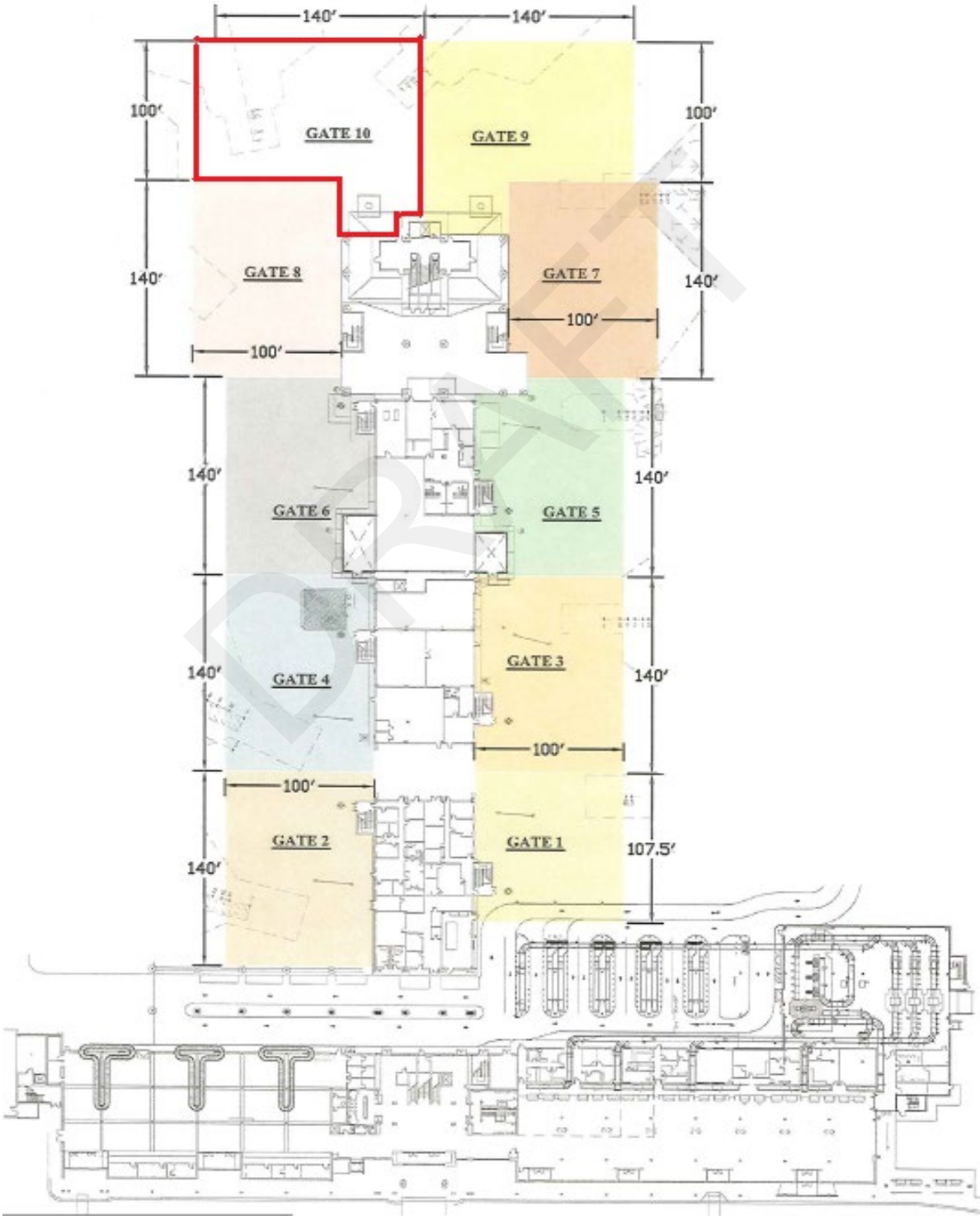

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EXHIBIT C- AIRLINE RENTED SPACE

EXCLUSIVE SPACE

TICKETING/OPERATIONS

SOUTHWEST - 2,124 SF

Category					
Exclusive Use Space		Rented	Not Rented	Non Rentable	Total
Airline Ticketing, Operations, and Office Areas					
Southwest	Ticketing	1,541	-	-	1,541
	Operations Space	382	-	-	382
	Bag Service Office	201	-	-	201
Total Ticketing, Operations, and Office Areas		2,124	-	-	2,124

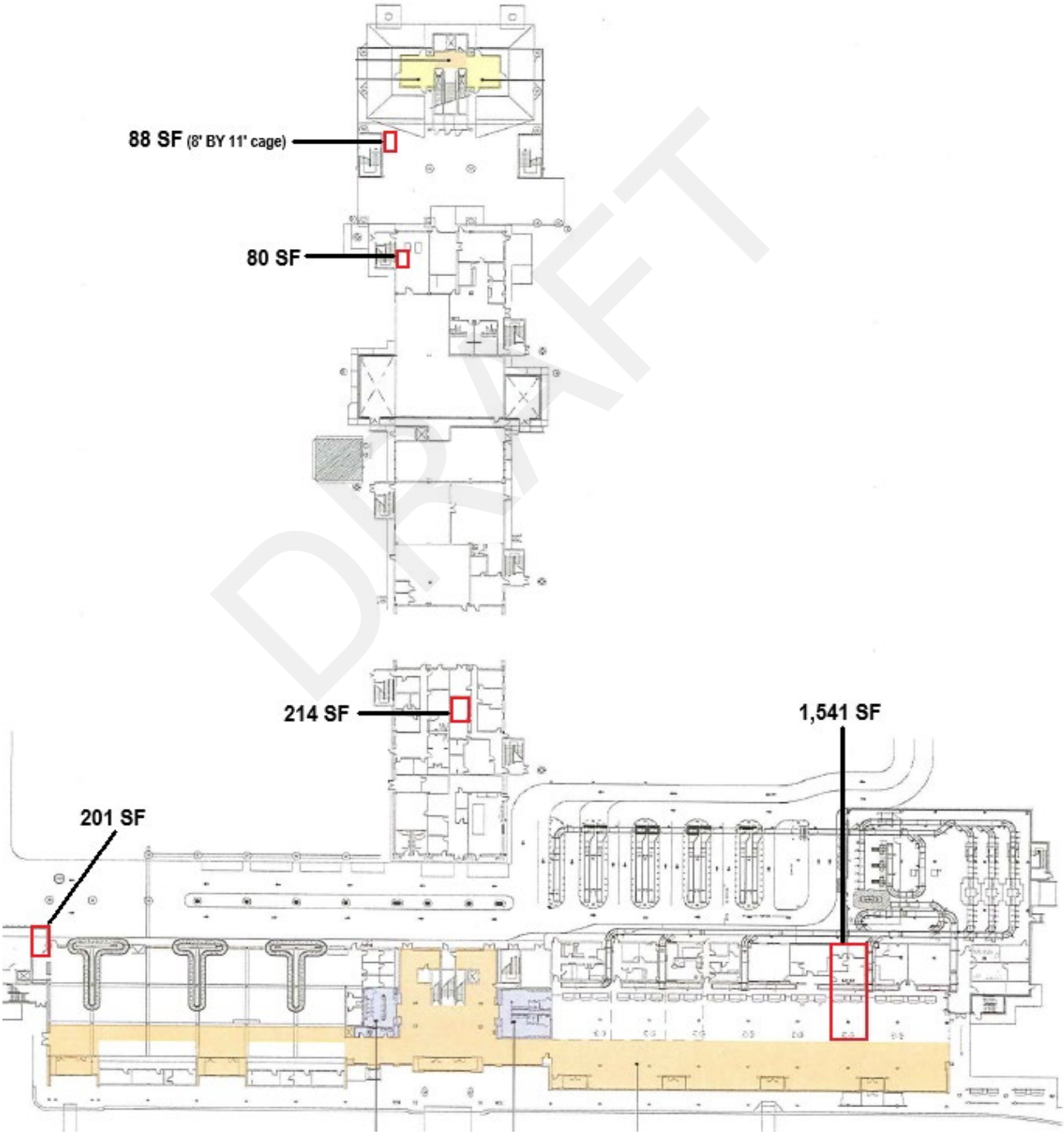

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EXHIBIT C- AIRLINE RENTED SPACE

PREFERENTIAL SPACE

HOLDROOMS

UNITED - 4,178 SF

Category				
Preferential Use Space	Rented	Not Rented	Non Rentable	Total
Airline Holdroom & Gates				
United				
Holdroom 1	2,089	-	-	2,089
Holdroom 3	2,089	-	-	2,089
Total Holdrooms & Gates	4,178	-	-	4,178

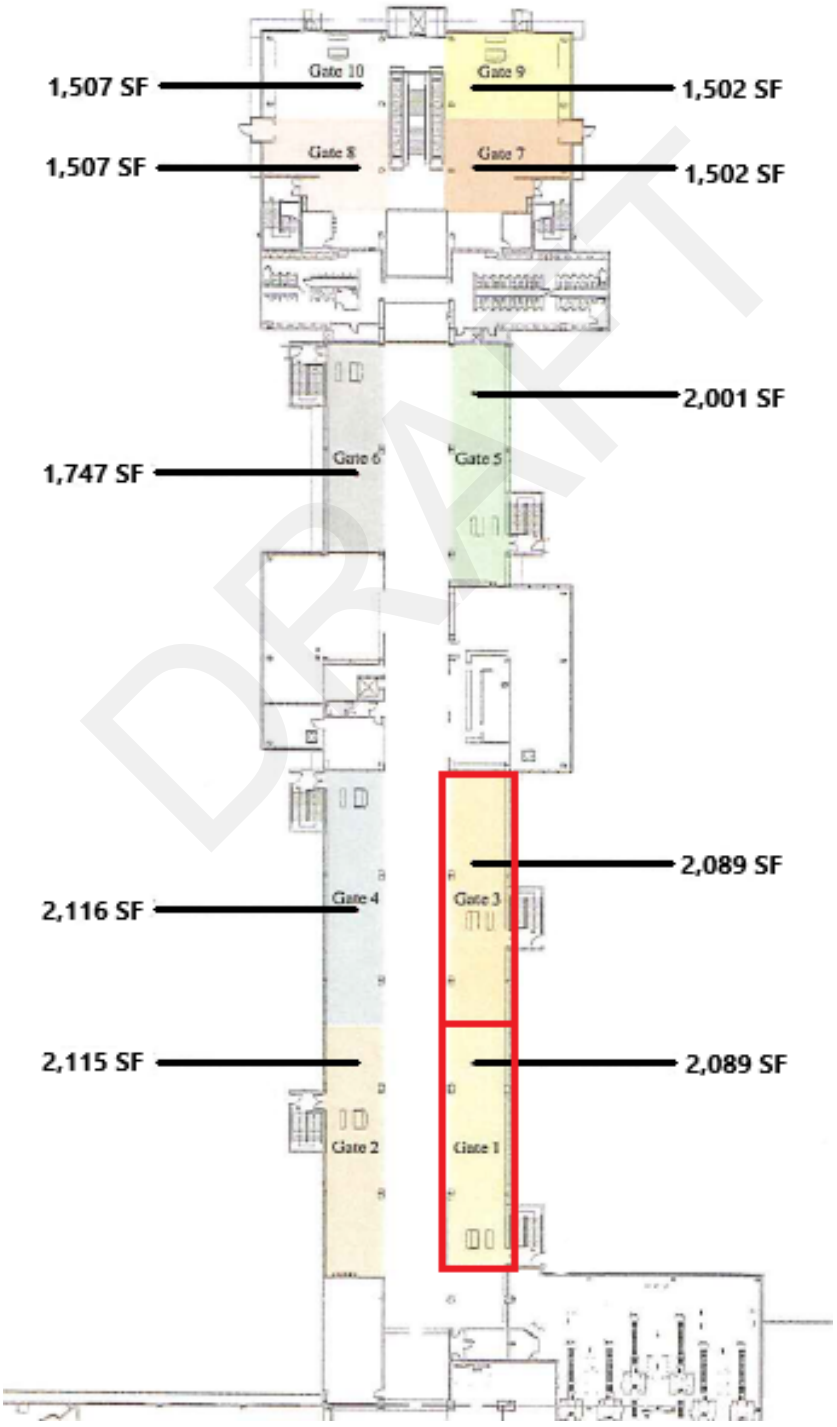

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EXHIBIT C- AIRLINE RENTED SPACE

PREFERENTIAL SPACE

GATE/AIR CARRIER RAMP

UNITED - 248 LF

Category				
Preferential Use Space	Rented	Not Rented	Non Rentable	Total
Airline Air Carrier Ramp Space				
United				
Ramp 1	108	-	-	108
Ramp 3	140	-	-	140
Total Air Carrier Ramp	248	-	-	248

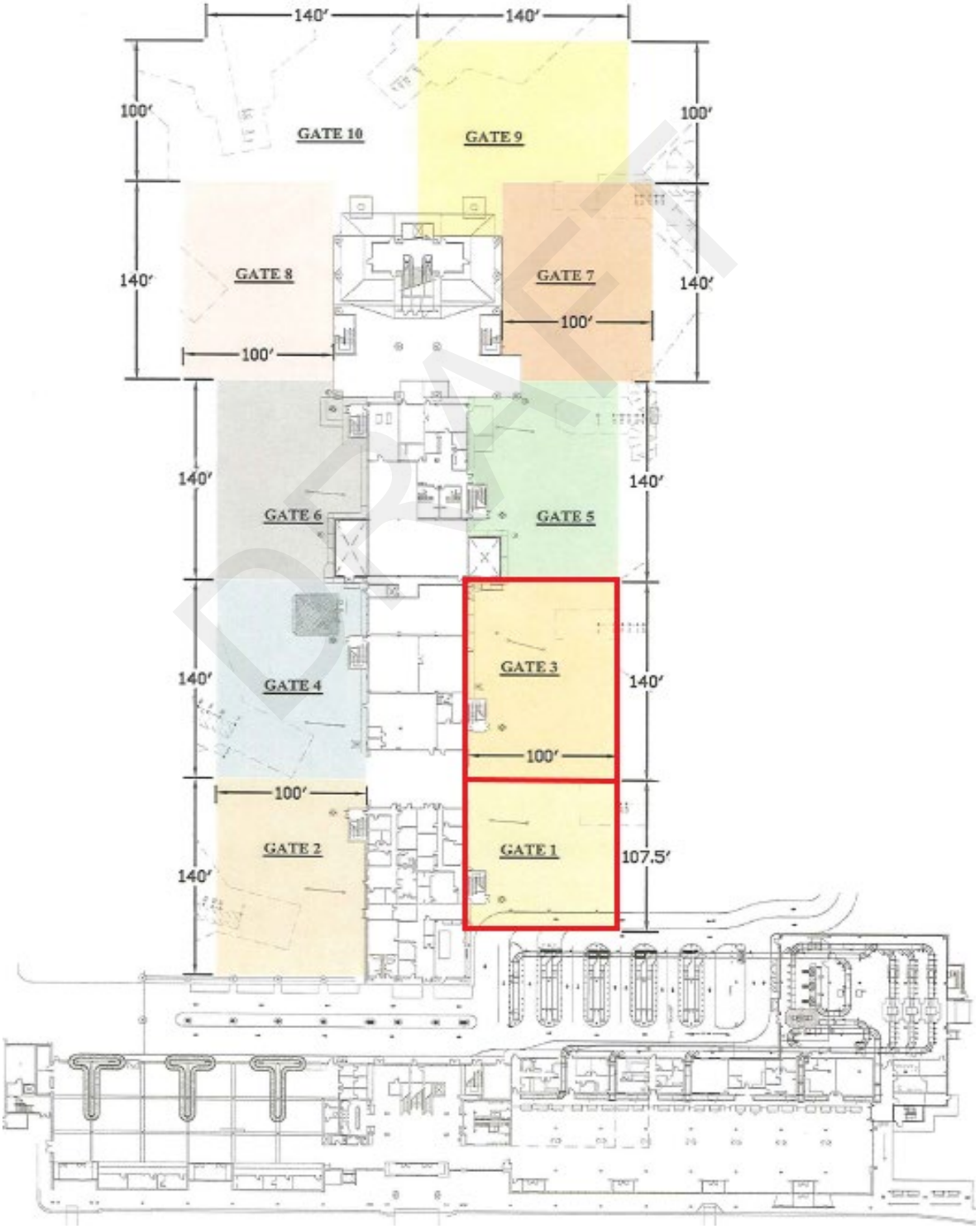

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EXHIBIT C- AIRLINE RENTED SPACE

EXCLUSIVE SPACE

TICKETING/OPERATIONS

UNITED - 2,930 SF

Category					
Exclusive Use Space		Rented	Not Rented	Non Rentable	Total
Airline Ticketing, Operations, and Office Areas					
United	Ticketing	1,625	-	-	1,625
	Operations Space	1,146	-	-	1,146
	Bag Service Office	159	-	-	159
Total Ticketing, Operations, and Office Areas		2,930	-	-	2,930

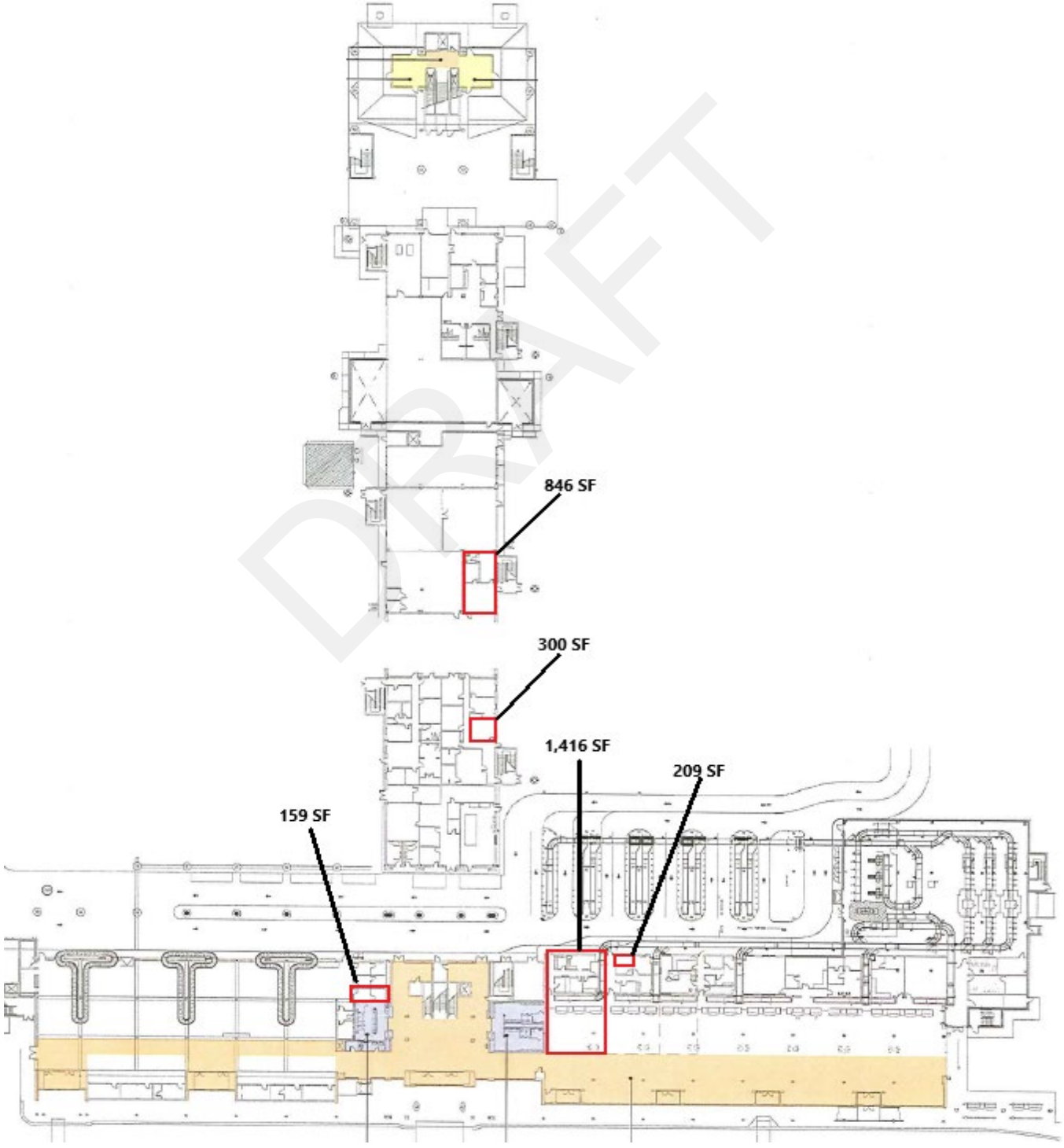

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Exhibit D – Baggage Handling System

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EXHIBIT D – BAGGAGE HANDLING SYSTEM

JOINT USE SPACE
BAGGAGE HANDLING SYSTEM
52,483 SF

Category				
Airline Joint Use Space	Rented	Not Rented	Non Rentable	Total
Baggage Handling System Areas				
Bag Claim	9,649	-	-	9,649
EDS Equipment Room	6,137	-	-	6,137
Tug Drive/Piers	35,534	-	-	35,534
BHS Control	197	-	-	197
BHS Parts	218	-	-	218
Airline Bag Belts	748	-	-	748
Total BHS	52,483	-	-	52,483

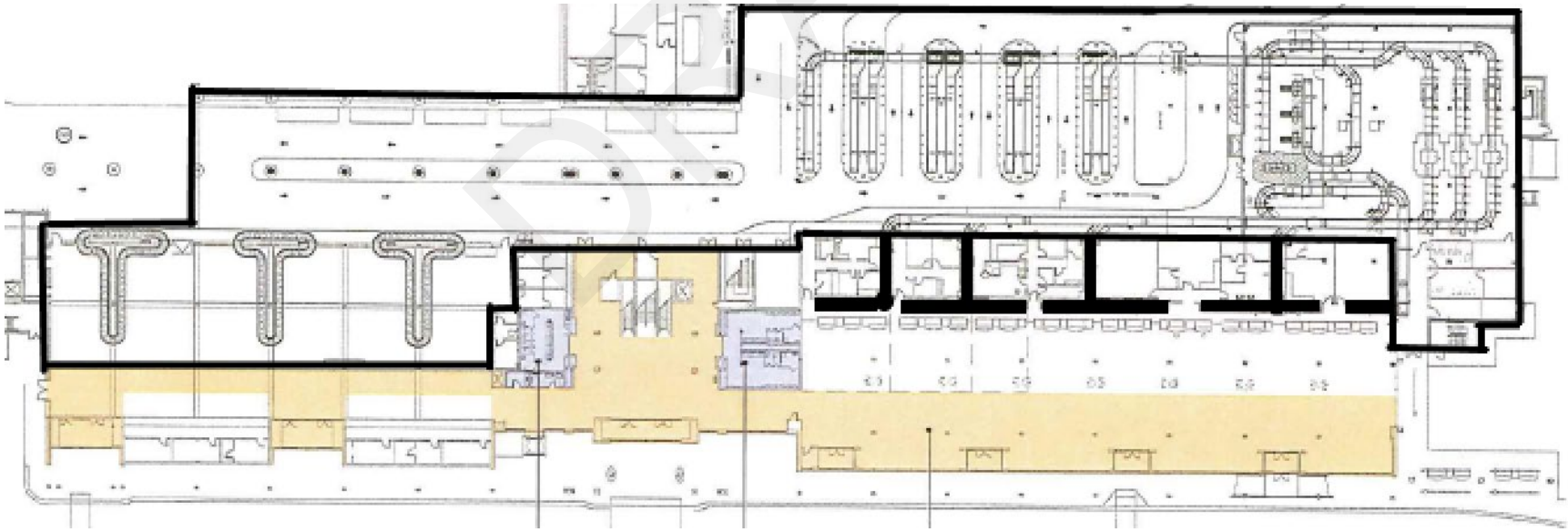

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Exhibit E – Terminal Building Aircraft Parking Positions

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EXHIBIT E – TERMINAL BUILDING AIRCRAFT PARKING POSTIONS

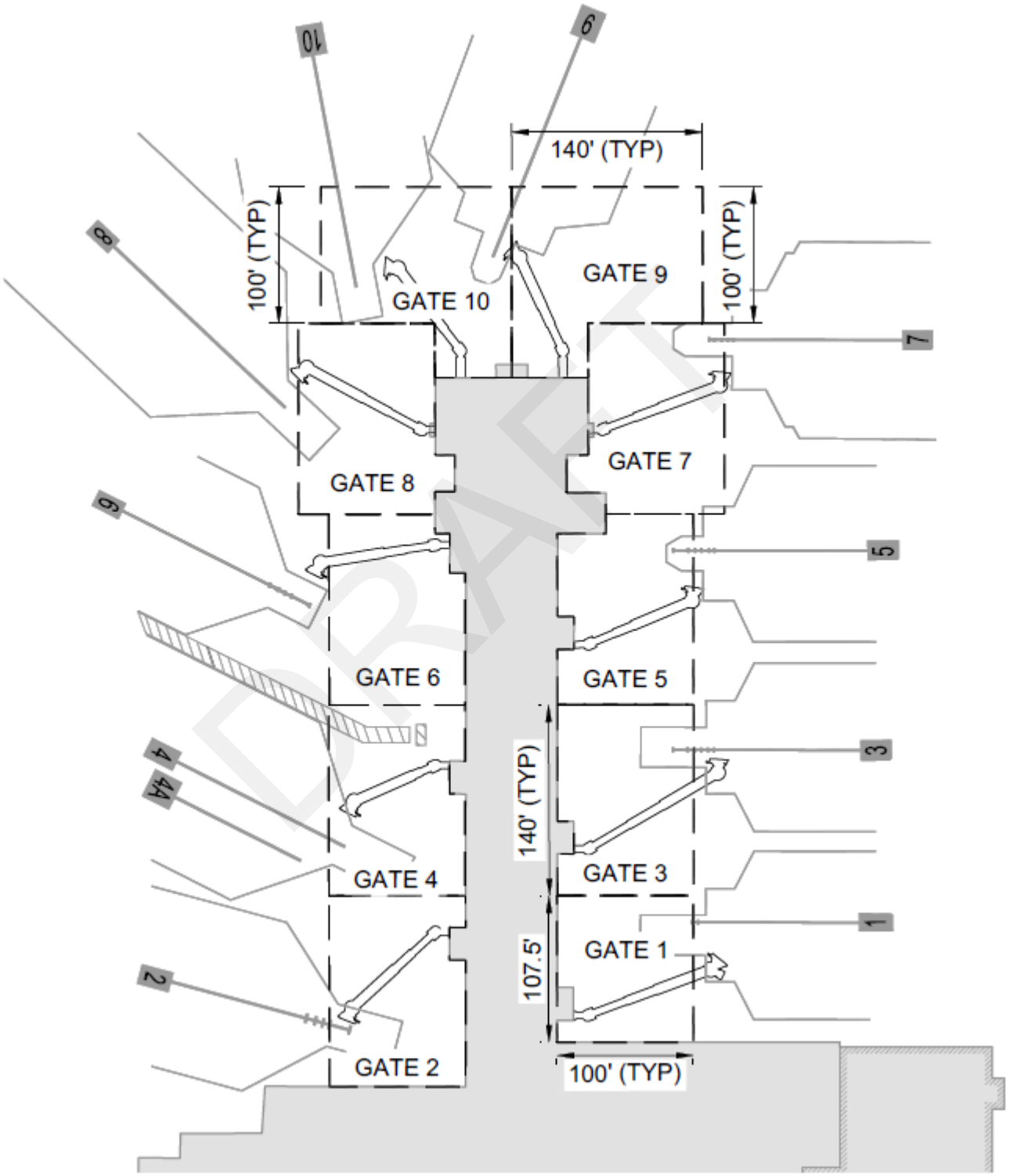

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Exhibit F – Cargo Apron Aircraft Parking Positions

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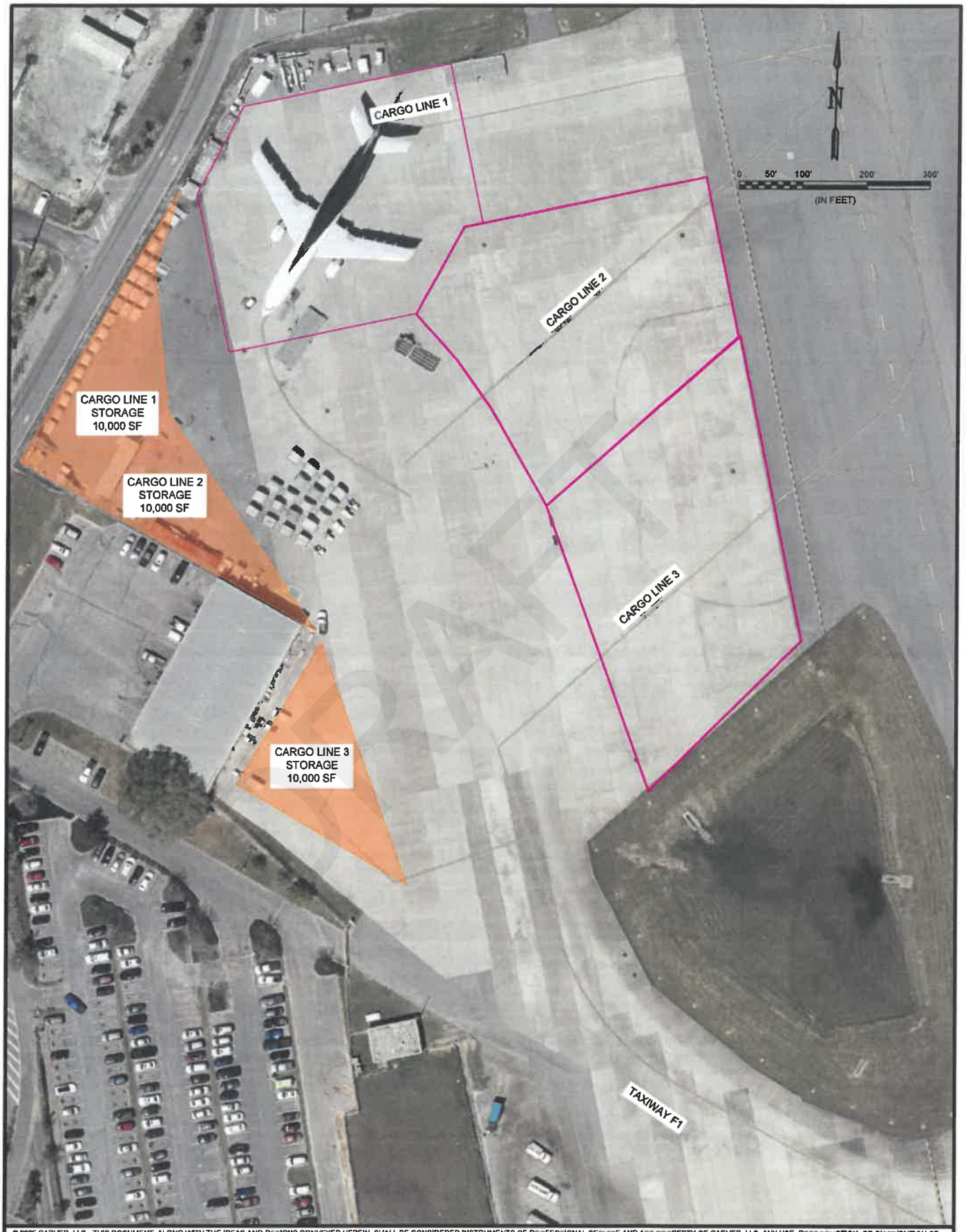
EXHIBIT F- CARGO APRON AIRCRAFT PARKING POSITIONS



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(813) 509-2416

PENSACOLA INTERNATIONAL AIRPORT (PNS)
PENSACOLA, FL

MISC. SERVICES

CARGO LEASE EXHIBITS
JULY 2025

FIGURE NUMBER 02

SHEET NUMBER 02

File L:\2023\A33-23000786_1 - PNS Misc Services\Drawings\EXHIBITS\A300_CargoApronPkg_Exh_v4.0.dwg Last Saved: 7/16/2025 3:38 PM Last saved by: CHBlair
Last plotted by: Blair, Cade H. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 7/17/2025 2:35 PM Plotted last: AutoCAD PDF (General Documentation).pc3

Exhibit G – Rental Car Service Facilities

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EXHIBIT G – RENTAL CAR SERVICE FACILITIES

Exhibit H – Capital Improvement Program

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EXHIBIT H – CAPITAL IMPROVEMENT PLAN

PENSACOLA INTERNATIONAL AIRPORT
PROJECT PRIORITIES
FY 2025 – 2030

	Total Cost	Federal Grants[1]	State Grants[1]	Other Grants[1]	CIA	GARB Bonds[2]	PFC Bonds[2]	CFC Bonds
Fiscal Year ending September 30, 2025								
Runway 8-26 Rehabilitation Phase I - Construction	$21,293,929	$19,164,536	$1,048,000	$0	$1,081,393	$0	$0	$0
Taxiway A South Rehabilitation - Design	$1,070,201	$963,181	$0	$0	$107,020	$0	$0	$0
Taxiway A7 Reconfiguration Phase I - Construction	$9,000,000	$7,922,649	$450,000	$0	$627,351	$0	$0	$0
Taxiway A7 Reconfiguration Phase II - Construction	$1,621,594	$1,459,435	$0	$0	$162,159	$0	$0	$0
Passenger Terminal SSCP - Construction	$35,800,000	$0	$4,000,000	$0	$0	$5,300,000	$26,500,000	$0
Passenger Terminal Expansion - 100% Design	$5,000,000	$4,000,000	$1,000,000	$0	$0	$0	$0	$0
Parking Expansion (Long Term Lot) - Design	$359,316	$0	$0	$0	$359,316	$0	$0	$0
CONRAC Feasibility Study	$120,000	$0	$0	$0	$0	$0	$0	$120,000
Stormwater Chokepoint - Construction	$3,166,373	$0	$0	$1,533,187	$1,633,186	$0	$0	$0
ATCT Renovation - Design	$350,000	$0	$0	$0	$350,000	$0	$0	$0
Airline Incentives	$200,000	$0	$0	$0	$200,000	$0	$0	$0
Total	**$77,981,413**	**$33,509,801**	**$6,498,000**	**$1,533,187**	**$4,520,425**	**$5,300,000**	**$26,500,000**	**$120,000**
Fiscal Year ending September 30, 2026								
Taxiway A South Rehabilitation - Construction	$15,443,400	$13,866,796	$650,000	$0	$926,604	$0	$0	$0
Taxiway B, C, C2, D Crack Seal, Sealcoat - Design/Const	$1,250,000	$0	$0	$0	$1,250,000	$0	$0	$0
Runway 17-35 Joint Sealant Replacement	$900,000	$0	$0	$0	$900,000	$0	$0	$0
Passenger Terminal Apron - Construction	$6,000,000	$5,400,000	$0	$0	$0	$600,000	$0	$0
Central Utility Plant	$7,000,000	$0	$0	$6,300,000	$0	$700,000	$0	$0
Landside - Lot 1, Airport Blvd, Toll Plaza, Francis T. Sealir	$1,220,000	$0	$0	$0	$1,220,000	$0	$0	$0
Baggage Claim Carousels	$6,000,000	$0	$0	$0	$0	$6,000,000	$0	$0
ATCT Renovation - Construction	$5,000,000	$0	$0	$5,000,000	$0	$0	$0	$0
Airline Incentives	$200,000	$0	$0	$0	$200,000	$0	$0	$0
Total	**$43,013,400**	**$19,266,796**	**$650,000**	**$11,300,000**	**$4,496,604**	**$7,300,000**	**$0**	**$0**

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EXHIBIT H – CAPITAL IMPROVEMENT PLAN

PENSACOLA INTERNATIONAL AIRPORT
PROJECT PRIORITIES
FY 2025 – 2030

	Total Cost	Federal Grants[1]	State Grants[1]	Other Grants[1]	CIA	GARB Bonds[2]	PFC Bonds[2]	CFC Bonds
Fiscal Year ending September 30, 2027								
Taxiway C2 Upgrade - Design	$300,000	$270,000	$0	$0	$30,000	$0	$0	$0
PBB Rehabilitation	$2,904,100	$0	$0	$0	$0	$2,904,100	$0	$0
Passenger Terminal Expansion - Construction	$70,300,000	$18,294,100	$1,490,000	$0	$0	$8,015,900	$42,500,000	$0
PBB B1-B5	$6,000,000	$0	$0	$0	$0	$0	$6,000,000	$0
Air Conditioner Chiller Conversion (Concourse A)	$3,000,000	$0	$0	$2,700,000	$0	$300,000	$0	$0
Roof Replacement Passenger Terminal	$2,000,000	$0	$0	$0	$1,000,000	$1,000,000	$0	$0
Terminal Bathroom Renovation FF&E, Flooring	$4,000,000	$0	$0	$0	$4,000,000	$0	$0	$0
Terminal Elevators Addition & Replacement	$1,800,000	$1,620,000	$0	$0	$0	$180,000	$0	$0
Parking Expansion (Long Term Lot) - Construction	$5,000,000	$0	$2,500,000	$0	$2,500,000	$0	$0	$0
Detention Pond Maintenance	$1,000,000	$0	$0	$0	$1,000,000	$0	$0	$0
Landside - Hourly Lot Reconstruction, Loading Dock Overl	$1,460,000	$0	$0	$0	$1,460,000	$0	$0	$0
Airline Incentives	$200,000	$0	$0	$0	$200,000	$0	$0	$0
Total	**$97,964,100**	**$20,184,100**	**$3,990,000**	**$2,700,000**	**$10,190,000**	**$12,400,000**	**$48,500,000**	**$0**
Fiscal Year ending September 30, 2028								
Taxiway C2 Upgrade - Construction	$2,900,000	$2,610,000	$145,000	$0	$145,000	$0	$0	$0
Taxiway B Rehabilitation - Design	$1,600,000	$1,440,000	$80,000	$0	$80,000	$0	$0	$0
Interior Circulation Roadway Reconfiguration (SIS)	$5,210,000	$0	$2,605,000	$0	$2,605,000	$0	$0	$0
CONRAC/Parking Garage - Design	$10,000,000	$0	$5,000,000	$0	$0	$5,000,000	$0	$0
Landside - Surface Lot South Rehabilitation	$850,000	$0	$425,000	$0	$425,000	$0	$0	$0
Runway 17-35 Extension - Runway Length Study	$88,900	$80,000	$0	$0	$8,900	$0	$0	$0
Airline Incentives	$750,000	$0	$0	$0	$750,000	$0	$0	$0
Total	**$21,398,900**	**$4,130,000**	**$8,255,000**	**$0**	**$4,013,900**	**$5,000,000**	**$0**	**$0**

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EXHIBIT H – CAPITAL IMPROVEMENT PLAN

PENSACOLA INTERNATIONAL AIRPORT
PROJECT PRIORITIES
FY 2025 – 2030

	Total Cost	Federal Grants[1]	State Grants[1]	Other Grants[1]	CIA	GARB Bonds[2]	PFC Bonds[2]	CFC Bonds
Fiscal Year ending September 30, 2029								
Taxiway B Rehabilitation - Construction	$15,830,000	$14,247,000	$791,500	$0	$791,500	$0	$0	$0
Air Carrier Ramp Joint Sealant	$700,000	$0	$350,000	$0	$350,000	$0	$0	$0
CONRAC/Parking Garage - Build	$104,000,000	$0	$4,000,000	$0	$0	$60,000,000	$0	$40,000,000
Airport Perimeter Fence Replacement	$10,000,000	$9,000,000	$500,000	$0	$500,000	$0	$0	$0
Airport Master Plan	$2,000,000	$1,800,000	$100,000	$0	$100,000	$0	$0	$0
Relocate Fuel Farm	$4,500,000	$4,050,000	$225,000	$0	$225,000	$0	$0	$0
Landside - Lot 2 Rehabilitation	$1,840,000	$0	$920,000	$0	$920,000	$0	$0	$0
Runway 17-35 Extension - EA	$200,000	$180,000	$0	$0	$20,000	$0	$0	$0
Airline Incentives	$250,000	$0	$0	$0	$250,000	$0	$0	$0
Total	**$139,320,000**	**$29,277,000**	**$6,886,500**	**$0**	**$3,156,500**	**$60,000,000**	**$0**	**$40,000,000**
Fiscal Year ending September 30, 2030								
Taxiway A Crack Seal	$800,000	$720,000	$40,000	$0	$40,000	$0	$0	$0
Taxiway C Rehabilitation - Design	$250,000	$225,000	$12,500	$0	$12,500	$0	$0	$0
Medivac Ramp Rehabilitation	$2,000,000	$1,800,000	$100,000	$0	$100,000	$0	$0	$0
Pave Airside Perimeter Road	$1,000,000	$900,000	$50,000	$0	$50,000	$0	$0	$0
Landside - RAC Crack Seal and Sealcoat	$1,000,000	$0	$0	$0	$0	$0	$0	$1,000,000
Runway 17-35 and Taxiway A Extension - Design	$1,000,000	$900,000	$33,000	$0	$67,000	$0	$0	$0
Airline Incentives	$250,000	$0	$0	$0	$250,000	$0	$0	$0
Total	**$6,300,000**	**$4,545,000**	**$235,500**	**$0**	**$519,500**	**$0**	**$0**	**$1,000,000**
2025-2030 TOTAL	**$385,977,813**	**$110,912,697**	**$26,515,000**	**$13,883,187**	**$28,546,929**	**$90,000,000**	**$75,000,000**	**$41,120,000**

[1]*Funding* subject to award. Should funding not be available, projects will be postponed until sufficient CIA or Entitlement funds are available.
[2]Bond issuance dependent on grants awarded. Should anticipated grant funds not be available, allocation to bonds may be adjusted, not to exceed assumptions used in R&C model.

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EXHIBIT H – CAPITAL IMPROVEMENT PLAN

PENSACOLA INTERNATIONAL AIRPORT
PROJECT PRIORITIES
FY 2031 – 2033

	Total Cost	Federal Grants[1]	State Grants[1]	Other Grants[1]	CIA	GARB Bonds[2]	PFC Bonds[2]	CFC Bonds
Fiscal Year ending September 30, 2031								
Runway 17-35 Spall Repair	$500,000	$0	$250,000	$0	$250,000	$0	$0	$0
Runway 17-35 and Taxiway A Extension - Construction	$13,000,000	$11,700,000	$650,000	$0	$650,000	$0	$0	$0
Air Cargo Ramp Joint Sealant	$250,000	$0	$125,000	$0	$125,000	$0	$0	$0
Taxiway C Rehabilitation - Construction	$1,500,000	$1,350,000	$75,000	$0	$75,000	$0	$0	$0
Taxiway D Updated to ADG-III - NEPA, Design	$360,000	$324,000	$18,000	$0	$18,000	$0	$0	$0
Airline Incentives	$250,000	$0	$0	$0	$250,000	$0	$0	$0
Total	**$15,860,000**	**$13,374,000**	**$1,118,000**	**$0**	**$1,368,000**	**$0**	**$0**	**$0**
Fiscal Year ending September 30, 2032								
Taxiway D Updated to ADG-III - Construction	$2,600,000	$2,340,000	$130,000	$0	$130,000	$0	$0	$0
Extend Taxiway D - NEPA and Design	$600,000	$540,000	$30,000	$0	$30,000	$0	$0	$0
Maintenance Building Renovation	$1,300,000	$1,170,000	$65,000	$0	$65,000	$0	$0	$0
Landside - Francis Taylor Blvd. Rehabilitation	$1,000,000	$0	$500,000	$0	$500,000	$0	$0	$0
Airline Incentives	$250,000	$0	$0	$0	$250,000	$0	$0	$0
Total	**$5,750,000**	**$4,050,000**	**$725,000**	**$0**	**$975,000**	**$0**	**$0**	**$0**
Fiscal Year ending September 30, 2033								
North RON Ramp - Design/Construction	$7,000,000	$2,578,575	$350,000	$3,721,425	$350,000	$0	$0	$0
Taxiway D Extension to Twy B2 - Construction	$7,280,000	$6,552,000	$364,000	$0	$364,000	$0	$0	$0
Landside - Lot 1 Rehabilitation	$1,220,000	$0	$610,000	$0	$610,000	$0	$0	$0
Realign Maygarden Rd	$1,000,000	$0	$500,000	$0	$500,000	$0	$0	$0
GA Ramp Rehabilitation	$2,000,000	$1,800,000	$100,000	$0	$100,000	$0	$0	$0
Garage Rehabilitation	$2,000,000	$0	$0	$0	$2,000,000	$0	$0	$0
Airline Incentives	$250,000	$0	$0	$0	$250,000	$0	$0	$0
Total	**$20,750,000**	**$10,930,575**	**$1,924,000**	**$3,721,425**	**$4,174,000**	**$0**	**$0**	**$0**
2031-203 TOTAL	**$42,360,000**	**$28,354,575**	**$3,767,000**	**$3,721,425**	**$6,517,000**	**$0**	**$0**	**$0**

[1]*Funding* subject to award. Should funding not be available, projects will be postponed until sufficient CIA or Entitlement funds are available.

[2]Bond issuance dependent on grants awarded. Should anticipated grant funds not be available, allocation to bonds may be adjusted, not to exceed assumptions used in R&C model.

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Exhibit I – Airline Affiliate Operating Permit

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SIGNATORY AIRLINE

AFFILIATE OPERATING PERMIT

by and between

THE CITY OF PENSACOLA, FLORIDA

and

_____[Airline]

and

_____[Affiliate]

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Date of Execution: _____

Effective Date: OCTOBER 1, 2025

Table of Contents

Article 1. ARTICLE 1--DEFINITIONS 7

Section 1.01 Definitions 7

Section 1.02 Cross References 10

Article 2. TERM AND AMENDMENT 11

Section 2.01 Term 11

Section 2.02 Amendment 11

Article 3. AFFILIATE'S AUTHORITY TO OPERATE 12

Section 3.01 Airline Designation of Affiliate 12

Section 3.02 Affiliate Airport Use Authorization 12

Section 3.03 Agreement Defines Rights 12

Section 3.04 Obligations Compliance 12

Article 4. RESPONSIBILITIES OF AIRLINE AND AFFILIATE 14

Section 4.01 Affiliate Operations 14

Section 4.02 Rents, Fee, and Charges 14

Section 4.03 Rents, Fee, and Charges Payment 14

Section 4.04 Performance Guarantee 15

Section 4.05 Passenger Facility Charges 15

Article 5. SUBORDINATION TO BOND RESOLUTION 17

Article 6. AFFILIATE INSURANCE 17

Article 7. INDEMNIFICATION 22

Section 7.01 Comprehensive Indemnification 22

Section 7.02 49 CFR Part 1542 Airport Security Indemnification 23

Section 7.03 Sovereign Immunity. 23

Article 8. ENVIRONMENTAL COVENANTS 25

Section 8.01 Compliance With Environmental Laws 25

Section 8.02 Environmental Reports 26

Section 8.03 Survival of Obligations 26

DRAFT

Article 9. COMPLIANCE WITH LAW AND NONDISCRIMINATION 27
Section 9.01 Rules And Regulations 27
Section 9.02 No Illegal Purpose 28
Section 9.03 Compliance With Statutes, Ordinances, And Regulations 28
Section 9.04 Nondiscrimination 29
Section 9.05 Breach of Nondiscrimination 30
Section 9.06 Fair And Equal Furnishing of Services 30
Section 9.07 Affirmative Action Program 30
Section 9.08 Minority Business Enterprise 31
Section 9.09 Rights of Federal Government 31
Section 9.10 Subordination of Permit 31
Section 9.11 Non-Waiver 31
Section 9.12 Survival of Obligations 31
Article 10. MISCELLANEOUS 32
Section 10.01 Acknowledgment 32
Section 10.02 Airport Access License/Permit 32
Section 10.03 Amendments 32
Section 10.04 Assignment not Permitted 32
Section 10.05 Authority of Director 32
Section 10.06 Capacity To Execute 33
Section 10.07 City Not Liable 33
Section 10.08 Compliance By Other Tenants. 33
Section 10.09 Compliance with FAR Part 77 34
Section 10.10 Delivery Of Notices 34
Section 10.11 Employees of Affiliate 35
Section 10.12 Energy Conservation 35
Section 10.13 Entire Agreement 35
Section 10.14 Exclusiveness Of Airline's or Afffiliate's Rights 36
Section 10.15 Governing Law 36
Section 10.16 Headings 36
Section 10.17 Holding Over 36
Section 10.18 Licenses, Fees, and Permits 37
Section 10.19 Notice Or Consent 37

Section 10.20 Payment Of Taxes 37
Section 10.21 Public Records Laws 37
Section 10.22 Removal of Disabled Aircraft 38
Section 10.23 Subordination to Agreements With the U.S. Government 38
Section 10.24 Trial By Jury 39
Section 10.25 Time Is Of The Essence 39

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Signatory Airline
Affiliate Operating Permit

This Signatory Airline Affiliate Operating Permit ("Permit") is made and entered into as of this _____ day of _____, 20__, by and between the City of Pensacola, a municipal corporation of the State of Florida, (hereinafter referred to as "City"), _____, (“Airline”), a corporation organized and existing under the laws of the _____ and authorized to do business in the State of Florida, and _____ ("Affiliate"), a corporation organized and existing under the laws of the _____ and authorized to do business in the State of Florida.

WITNESSETH:

WHEREAS**,** City is the owner and operator of Pensacola International Airport (hereinafter referred to as the “Airport") located in Pensacola, Florida, and has the right to grant operating privileges on the Airport subject to certain terms and conditions; and

WHEREAS, Airline is engaged in the business of commercial Air Transportation as a Scheduled Air Carrier and is certificated or otherwise authorized by the United States Government to engage in such business; and

WHEREAS, City has entered into an Airline Operating Agreement and Terminal Building Lease (“Agreement”) with Airline for the use and occupancy of certain facilities at the Airport and for the payment of certain Airport rentals, fees and charges in connection with the operation of its Air Transportation Business (as hereinafter defined); and

WHEREAS, the Agreement authorized Airline to conduct its Air Transportation Business, or any part thereof, at the Airport by and through another Air Transportation company or contractor; and

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WHEREAS, Airline and Affiliate are parties to a certain aircraft lease, code-sharing, affiliation and/or other agreements (collectively "Operating Agreements"), under which Affiliate operates flying services for Airline into and out of the Airport; and

WHEREAS, under the Operating Agreements, Affiliate provides flying services on behalf of Airline transporting persons, property, cargo, and mail on behalf of Airline to and from the Airport, and Airline provides ground services and facilities to handle Affiliate's aircraft and load and unload Airline's passenger, baggage, cargo and mail through Airline's Leased Premises under the Agreement, including, but not limited to, Airline's ticketing, apron areas, cargo apron areas, loading bridges, passenger holdrooms, and use in common with other airlines of the joint use space and baggage handling system; and

WHEREAS, Affiliate does not currently have an agreement with City for the use and occupancy of facilities at the Airport which authorizes it to independently operate into and out of the Airport; and

WHEREAS, Airline has designated Affiliate, pursuant to the terms of the Agreement, as an affiliate or affiliated airline, in order to enable Affiliate to operate flying services for and on behalf of Airline at the Airport; and

WHEREAS, Airline has requested City to issue this Permit to Affiliate to recognize its right to use the Airport to conduct flying services for and on behalf of Airline pursuant to the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and considerations herein contained, the parties agree as follows:

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ARTICLE 1. ARTICLE 1--DEFINITIONS

Section 1.01 DEFINITIONS

The words and phrases defined in this section shall have the following meanings when used elsewhere in this Permit.

"Affiliate" shall mean the entity that is identified as "Affiliate" in the first paragraph of this Permit and has been designated by Airline in this Permit to provide flying services to and from the Airport on behalf of Airline.

"Agreement" shall mean the Airline Operating Agreement and Terminal Building Lease between City and Airline, as the same may be amended, modified or altered from time to time pursuant to the terms thereof.

"Air Transportation" shall mean the carriage of persons, property, cargo, or mail by aircraft to and/or from the Airport.

"Air Transportation Business" shall mean that business operated at the Airport providing Air Transportation, including all activities reasonably necessary to such operation. However, for the avoidance of doubt, the term "Air Transportation Business" does not include sale of ground handling and other services.

"Air Transportation Company" shall mean a legal entity engaged in an Air Transportation Business.

"Airline" shall mean the Air Transportation Company that has executed an Agreement and is identified as "Airline" in the first paragraph of this Permit.

"Bond Resolution" means Resolution No. 2025-53, adopted September 11, 2025, as it may be amended or supplemented from time to time, or any other resolution of City regulating or

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authorizing issuance of Bonds, as amended or supplemented from time to time, other than Special Purpose Facility Bonds, payable from Airport Revenue.

"Director" shall mean the Airport Director, being the person currently authorized by the Mayor to exercise functions with respect to the rights and obligations of City under this Permit, or such other person or persons authorized by the Mayor from time to time to exercise functions with respect to the rights and obligations of City under this Permit. The term also includes any person expressly designated from time to time by the Director or the Mayor to exercise functions with respect to the rights and obligations of the Director under this Permit.

"Environmental Laws" shall mean, collectively, all applicable federal, state, water management district, and local environmental, land use, occupational safety, and health laws, rules, regulations, and ordinances, and common law, applicable to City, the Airport, the Leased Premises, or Airline, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.)("CAA"); the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j), the Federal Water Pollution Control Act (commonly known as the Clean Water Act) (33 U.S.C. §§ 1251-1387), and Sections 253, 373, 376 and 403, Florida Statutes, as any of the foregoing may hereafter be amended, any applicable rule or regulation pursuant thereto, and any other present or future applicable law, ordinance, rule, regulation, code, permit or permit condition, order, notice of violation, decree, consent agreement, or directive addressing any environmental, safety, or health issue of or by the federal government, the State of Florida, or a political subdivision thereof, or any agency, court, or body of the federal government or the State or other political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions.

"FAA" means the Federal Aviation Administration of the U.S. Government, or any federal agencies succeeding to its jurisdiction.

“Hazardous Substances” shall mean any hazardous, toxic, or harmful substances, wastes, materials, pollutants, or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, paint containing more than 0.5% lead by dry weight (“Lead Based Paint”), infectious substances, or raw materials which include hazardous constituents), or any other substances or materials that are regulated by Environmental Laws.

“**Leased Premises**” shall mean the Leased Premises (as defined in the Agreement) leased by City to Airline pursuant to the Agreement.

“**Mayor**” shall mean the elected officer serving as the Chief Executive of the City of Pensacola, Florida, pursuant to its charter.

“Passenger Facility Charges” or “PFCs” shall mean those charges due and payable to City pursuant to the authority granted to City by 49 U.S.C. Section 40117 and 14 Code of Federal Regulations (CFR) Part 158, as amended from time to time, in respect of any component of the Airport and interest earnings thereon, net of amounts that collecting air carriers are entitled to retain for collecting, handling, and remitting such PFC revenues.

"Rules and Regulations" shall mean those rules and regulations promulgated by City or the Director governing the use of facilities, conduct, and operations at the Airport by both the Air Transportation Companies and other Airport tenants as they are on the date of this Agreement and as amended, modified, changed or supplemented from time to time after reasonable notice to airlines; provided, however, that such Rules and Regulations do not conflict with the applicable provisions of federal, local or state law or the provisions of this Agreement or increase Airline’s obligations under this Agreement

“Signatory Airlines” shall mean Airline and other Air Transportation Companies providing Air Transportation to and from the Airport that have executed agreements with City materially identical to this Agreement covering such Air Transportation Company’s use and occupancy of facilities at the Airport.

All defined terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Section 1.02 CROSS REFERENCES

References in the text of this Permit to articles or sections pertain to articles or sections of this Permit, unless otherwise specified.

END OF ARTICLE

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ARTICLE 2. TERM AND AMENDMENT

Section 2.01 TERM

This Permit shall become effective at 12:00 AM Central Standard Time, on October 1, 2025 and shall continue on a month to month basis until canceled at any time and for any reason in writing by a party to this Permit upon thirty (30) days' prior written notice, or upon such longer period as may be provided in such notice.

This Permit shall automatically terminate:

1. Upon termination of the Agreement, or
2. Upon termination of the Operating Agreement between Affiliate and Airline providing for services for and on behalf of Airline at the Airport.

Termination shall not relieve Airline or Affiliate from any obligation that accrued hereunder prior to termination.

Section 2.02 AMENDMENT

This Permit may be amended unilaterally by City, from time to time, upon provision of thirty (30) days' prior written notice to Airline and Affiliate.

END OF ARTICLE

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ARTICLE 3. AFFILIATE'S AUTHORITY TO OPERATE

Section 3.01 AIRLINE DESIGNATION OF AFFILIATE

Airline and Affiliate hereby acknowledge and agree that pursuant to and in accordance with the Operating Agreements and pursuant to Article 5 of the Agreement that Affiliate is the duly designated "Affiliate" of Airline as the term "Affiliate" is defined in the Agreement and that Airline has authorized Affiliate to perform certain "flying services for and on behalf of Airline at, to and from the Airport.

Section 3.02 AFFILIATE AIRPORT USE AUTHORIZATION

The City hereby acknowledges and agrees that pursuant to and in accordance with Article 5 of the Agreement and this Permit, Affiliate is hereby granted, during the term of this Permit, the right to use the Airport to provide flying services for and on behalf of Airline at, to and from the Airport. The Affiliate's right to use the Airport are the same as and do not exceed Airline's right to use the Airport.

Section 3.03 AGREEMENT DEFINES RIGHTS

The Agreement defines and controls both Airline's and Affiliate's rights to use the Airport and occupy Airport facilities. In the event of a conflict between the Agreement and this Permit, the Agreement shall control. Further, as between City and Airline, nothing in this Permit shall operate or be construed to alter or amend any of the terms or provisions of the Agreement or to relieve City or Airline from any of their respective obligations to each other under the Agreement.

Section 3.04 OBLIGATIONS COMPLIANCE

The Affiliate hereby acknowledges and agrees that with respect to its flying services for and on behalf of Airline authorized by the Operating Agreements, it shall observe, perform and comply with each and every obligation of Airline under its Agreement with City that is or may become applicable to Affiliate's flying services and Affiliate's operations at and use of the Airport as if Affiliate were Airline performing said flying services. Affiliate acknowledges and agrees that it

has received a copy of Airline's Agreement with City, it has read and reviewed the terms and conditions of said Agreement, and hereby agrees that the terms and conditions of said Agreement as applicable to Affiliate's flying services performed for and on behalf of Airline, and its operations at and use of the Airport are hereby incorporated by reference as obligations of Affiliate to City pursuant to this Permit.

END OF ARTICLE

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ARTICLE 4. RESPONSIBILITIES OF AIRLINE AND AFFILIATE

Section 4.01 AFFILIATE OPERATIONS

All landings of aircraft, landed weights, and passengers associated with Affiliate's operations for and on behalf of Airline shall be attributable to and reported by Airline in accordance with the Agreement. Airline shall separately and independently report Airline's and Affiliate's operations for and on behalf of Airline to City monthly in accordance with the Agreement.

Section 4.02 RENTS, FEE, AND CHARGES

The same rates, fees and charges applicable to Airline's operations shall apply to Affiliate's operations for and on behalf of Airline.

Section 4.03 RENTS, FEE, AND CHARGES PAYMENT

Payment of rents, fees and charges associated with Affiliate's operations and activities at the Airport on behalf of Airline shall be made by Airline in accordance with and pursuant to the applicable provisions of the Agreement. As between City and Airline, Airline shall be responsible for the payment of all rents, fees, and charges related to both its operations and activities at the Airport and those of Affiliate for and on behalf of Airline before, during, and after the term of this Agreement.

If City allows Affiliate to pay such rents, fees, and charges in whole or in part separately to City, Airline shall, as between City and the Airline, remain liable for all unpaid rents, fees and charges incurred by Affiliate prior to and after any termination of this Permit so long as Affiliate is performing operations and activities at the Airport for and on behalf of Airline.

Notwithstanding the above, should the Affiliate continue to operate at the Airport as an affiliate of Airline after the termination of this Permit and if City allows the Affiliate to pay such rents, fees, and charges in whole or in part separately to City, Airline shall, as between City and the Airline, remain liable for all unpaid rents, fees and charges incurred by Affiliate after such termination so long as Affiliate is performing operations and activities at the Airport for and on behalf of Airline.

Notwithstanding the payment obligations set forth above and for purposes of this Permit only with respect to the Airline and Affiliate's obligations to City (and without affecting Airlines and Affiliate's rights and obligations to each other under the Operating Agreements to which the Airline and Affiliate are parties), Airline and Affiliate shall be jointly and severally liable for the payment of all rents, fees and charges associated with Affiliate's operations and activities at the Airport for and on behalf of Airline.

Affiliate and Airline agree that City may seek collection of the rents, fees, and charges from either Affiliate or Airline without the necessity of first proceeding against the other. Affiliate and Airline hereby waive any right to require City to exercise any right or remedy against the other party prior to seeking collection against either Airline or Affiliate, as applicable.

Section 4.04 PERFORMANCE GUARANTEE

In accordance with the Agreement, the rents, fees, and charges attributable to Affiliate's operations at the Airport will be included in the calculation of the Airline's Performance Guarantee requirement.

Section 4.05 PASSENGER FACILITY CHARGES

Airline and Affiliate shall be jointly and severally liable for the collection and remittance to City of all PFCs payable with respect to Affiliate's operations at and use of the Airport on behalf of Airline. If Airline does not collect and promptly remit PFCs to City, Affiliate shall faithfully collect and promptly remit to City not less than monthly (without notice or demand by City and in accordance with 14 CFR 158 Passenger Facility Charges as this regulation may be amended from time to time) the proceeds of City's Passenger Facility Charge and shall punctually file quarterly reports in accordance with 49 U.S. C. 40177 and the requirements of 14 CFR 158, so long as City has an approved Passenger Facility Charge in effect. If Affiliate collects the PFCs, Affiliate shall keep and maintain all of City's Passenger Facility Charges in a separate account used solely for such purpose and shall not comingle the proceeds of City's Passenger Facility Charges with any other monies or funds of Affiliate or any other person or entity. The Passenger Facility Charges

shall at all times be the sole and separate property of City, and all Passenger Facility Charges collected by Affiliate shall be held in trust by Affiliate for the sole use and benefit of City until remitted to City. In no event shall the Passenger Facility Charges constitute property of the estate under 11 U.S.C. Section 541 in the event of the filing of a petition in bankruptcy by or against Airline, Affiliate or any other person or entity.

END OF ARTICLE

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ARTICLE 5. SUBORDINATION TO BOND RESOLUTION

This Permit and the terms hereof, and all rights of Airline and Affiliate hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by City to secure Airport Bonds or other types of financing. This Permit is subject and subordinate to the terms, covenants, and conditions of the Bond Resolution, other types of financing documents authorizing the issuance of Airport Bonds and other forms of debt by City.

ARTICLE 6. AFFILIATE INSURANCE

By use and occupancy of Airport premises, Airline and Affiliate understand and agree that at all times during the Term, Airline and Affiliate shall, at their sole expense and in a manner acceptable to City, purchase and maintain or caused to be maintained in force the following insurance coverages:

a. Aircraft Airline Liability insurance including Aircraft Liability and broad form Commercial General Liability insurance, including, but not limited to, coverage for death, bodily injury, personal injury, property damage, products/completed operations liability, independent contractors, premises liability, premises operations, damage to Leased Premises, loss of use and contractual liability, with a liability limit of not less than One Hundred Fifty Million Dollars ($150,000,000.00) combined single limit per occurrence and in the aggregate, on an occurrence form policy. Said limit shall be reduced to One Hundred Million Dollars ($100,000,000.00) where the maximum seating capacity on the largest aircraft operated at the Airport by Airline or Affiliate is between 99 and 60. Said limit shall be reduced to Fifty Million Dollars ($50,000,000.00) where the maximum seating capacity on the largest aircraft operated at the Airport by Airline or Affiliate is 59 or less. With respect to coverage for products/completed operations and personal injury, except with respect to passengers, a sublimit of not less than Twenty-Five Million Dollars ($25,000,000.00) per occurrence and in the annual aggregate, shall be permitted with the approval of the Director. Said aircraft liability shall be applicable to owned, non-owned, and hired aircraft.

b. Fire Legal Liability shall be endorsed on the policy with a minimum limit of $1,000,000 per occurrence.

c. Automobile liability insurance (any automobile) with combined single limit for bodily injury and property damage of not less than Five Million Dollars ($5,000,000.00) per occurrence for all owned, non-owned, and hired vehicles operated by or on behalf of Airline or Affiliate at the Airport, including any additional or replacement vehicles.

d. Liquor liability insurance in an amount not less than Ten Million Dollars ($10,000,000.00) per occurrence.

e. Employer's liability insurance in an amount not less than One Million Dollars ($1,000,000.00) each common cause. Airline and Affiliate shall likewise maintain workers' compensation insurance or evidence of self-insurance, in accordance with the laws of the State of Florida, covering all of its employees who may from time to time be at the Airport in such capacity. Airline and Affiliate shall require each of its agents, licensees, contractors, subcontractors, and suppliers to maintain such workers' compensation insurance covering their employees coming on Airport premises in connection with Airline and Affiliate's operations. The workers' compensation policy(s) required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, agents, elected and appointed officials, representatives, and employees. Upon request by the Director, Airline and Affiliate shall furnish the Director with evidence of such workers' compensation insurance in a form acceptable to City.

f. Pollution legal liability for transporting or handling hazardous materials or regulated substances and environmental impairment liability coverage of $10,000,000 per occurrence, with an annual aggregate of not less than $10,000,000. This coverage may be self-insured by Airline and Affiliate upon reasonably satisfactory evidence of Airline and Affiliate's financial ability to self-insure, if requested by City.

g. Liability coverage for acts of war, civil war, terrorism and insurrection of $100,000,000.00 per occurrence, with an annual aggregate of not less than $100,000,000.00.

All liability insurance policies, except employer's liability shall provide coverage that includes, or has the same substantive effect as, the following wording:

1. "City of Pensacola and each of its departments, divisions, enterprises, officers, representatives, agents, elected and appointed representatives, volunteers, and employees, in their respective capacities as such, shall be additional insureds hereunder with respect to the products, premises, and operations of the named insured to the full limits of liability required by this Permit."
2. "Airline and Affiliate's insurance shall be primary insurance and non-contributory with respect to all other available sources."
3. "This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) days' advance written notice has been given to City of Pensacola except that only seven (7) days' notice of cancellation of war risk coverage and only ten (10) days' notice of cancellation due to non-payment of premium or non-renewal shall be required."

Required insurance shall be evidenced by Certificates of Insurance. Each such Certificate of Insurance shall be on the appropriate ACORD form or its substantial equivalent. The "Certificate Holder" address shall read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy of the Certificate shall be sent to Pensacola International Airport, Attn: Airport Director, 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504.

At least ten (10) calendar days prior to the Effective Date of this Permit, Airline and Affiliate shall furnish the Director with Certificates of Insurance for all insurance policies required hereunder schedule of endorsements, and copies of endorsements listing the City as additional insured and primary non-contributory. Thereafter, current Certificates of Insurance, schedules of endorsements, and copies of endorsements listing the City as additional insured and primary non-contributory shall be provided promptly upon the Director's request from time to time, but in no event less than annually. Further, within a reasonable timeframe, prior to the expiration of any then-current policy of insurance, Airline and Affiliate shall deliver to City a current Certificate of Insurance showing that such insurance coverage has been renewed, and at least three (3) business days prior to the date of cancellation or reduction of coverage, as received in a written notice from the insurer, Airline and Affiliate shall deliver to the Director a current Certificate of Insurance showing reinstatement or other provision for the required insurance. In addition, upon any change

in any insurance policy coverage or endorsement which adversely affects the requirements of this Permit, shall promptly deliver to the Director revised Certificates of Insurance and a copy of each such changed endorsement.

In addition to the foregoing, at least ten (10) calendar days prior to the Effective Date of this Permit and annually thereafter upon each anniversary of such Effective Date, Airline and Affiliate shall furnish to the Director the written, signed opinion of Airline and Affiliate's independent insurance broker(s) confirming that such broker(s) has reviewed (i) Affiliate's insurance policies and endorsements and (ii) Airline and Affiliate's insurance obligations under this Permit and that Airline and Affiliate are in compliance with their insurance obligations under this Permit.

Further, upon the Director's written requests from time to time, Airline and Affiliate shall allow City's representatives to inspect, in the presence of Airline or Affiliate's representatives, as applicable, the complete originals of all insurance policies, including but not limited to declaration pages and endorsements, pertaining to the coverages required to be maintained by Airline and Affiliate pursuant to this Permit. Airline and Affiliate shall allow City's representatives to inspect such insurance documents at Airline's or Affiliate's, as applicable, corporate office located closest to Pensacola, Florida, within ten (10) business days after the Director's written request for such inspection.

During the Term, the insurance coverages and/or the minimum limits of the insurance herein required may become inadequate, as reasonably determined by City. Accordingly, City hereby reserves the right to review all coverages and limits and to require adjustments, changes and additions to commercially reasonable and commercially available levels to be effective on the next policy renewal date after City provides at least ninety (90) days prior written notice to make such adjustments, changes or additions.

Precaution shall be exercised at all times by Affiliate for the protection of all persons, including employees, and property. Affiliate shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures shall reasonably be expected.

If, at any time, Affiliate fails to obtain or maintain in force the insurance required by this Section, the Director may immediately suspend Affiliate's use of Airport space and Affiliate's operations and activities in regard to the Airport until the required insurance is provided.

END OF ARTICLE

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ARTICLE 7. INDEMNIFICATION

Section 7.01 COMPREHENSIVE INDEMNIFICATION

Affiliate shall INDEMNIFY, DEFEND and HOLD HARMLESS City and its divisions, departments, enterprises, subsidiaries, affiliates, elected and appointed officials, officers, employees, volunteers, agents and representatives, individually and collectively, from and against any and all costs (including, but not limited to, costs of investigation, reasonable attorneys' fees, court costs, and expert fees), claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to personal or bodily injury, death and property damage, including loss of use thereof, directly or indirectly arising out of, resulting from or related to Affiliate's use of the Airport, or Affiliate's activities in, on or about the Airport or the Leased Premises, or any operation or activity of Affiliate upon the Airport, or in connection with its use of the Leased Premises, including but not limited to any acts or omissions of Affiliate, any agent, officer, director, representative, employee, consultant or subcontractor of Affiliate, or their respective officers, agents, employees, directors or representatives, all without City waiving any governmental immunity available to City under Florida law and without waiving any defenses of the parties under Florida law.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Affiliate shall promptly advise City in writing of any claim or demand against City or Affiliate known to Affiliate related to or arising out of Affiliate's activities under this Permit and shall see to the investigation and defense of such claim or demand at Affiliate's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Affiliate of any of its obligations under this Section 7.01.

It is the express intent of the parties to this Permit, that the indemnity provided for in this Article, shall extend to and include the Affiliate's obligation to indemnify, protect, defend and hold harmless City from the consequences of City's own negligence; provided however, that the indemnity provided for in this Article with respect to City's own negligence shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall

have no application when the negligent act of City is the sole cause of the resultant injury, death or damage. Notwithstanding anything in this Article to the contrary, the indemnity liability of Affiliate for City's own negligence, inclusive of all defense costs expended solely for City's defense by reason of City's own negligence, under this Article and shall not exceed $1,000,000 per occurrence. Nothing herein shall require Affiliate to indemnify City from the gross negligence or willful misconduct of City or any of its employees, officers, agents, or subcontractors.

Affiliate further agrees, upon City's request, to defend, at Affiliate's own expense and on behalf of City and in the name of City, and by and through legal counsel reasonably acceptable to City, any claim, proceeding or litigation, at each and all of administrative, trial and appellate levels, brought against City and/or any other person or party indemnified under this Article in connection with any claim, cause of action, liability, injury, death, damage or other matter that is subject to Affiliate's indemnity obligation under this Article

Section 7.02 49 CFR PART 1542 AIRPORT SECURITY INDEMNIFICATION

In furtherance of the provisions of Section 7.01 above and not in limitation thereof, Affiliate understands and agrees that it shall fully indemnify, defend, and hold harmless City, its divisions, departments, enterprises, subsidiaries, affiliates, elected and appointed officials, representatives, officers, agents, volunteers, and employees from and against all penalties, fines, and demands of any kind (including, but not limited to, costs of investigation, reasonable attorney fees, court costs, and expert fees) arising out of Affiliate's acts or omissions resulting in alleged violations of 49 CFR Part 1542 Airport Security or any successor regulations related to airport security.

Section 7.03 SOVEREIGN IMMUNITY.

Nothing in this Article or elsewhere in this Permit shall in any way constitute or be construed as a waiver, in whole or in part, of City's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

Further, nothing in this Article or elsewhere in this Permit shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against City.

END OF ARTICLE

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ARTICLE 8. ENVIRONMENTAL COVENANTS

Section 8.01 COMPLIANCE WITH ENVIRONMENTAL LAWS

Affiliate shall at all times abide by all Environmental Laws applicable to Affiliate's operations at and use of the Airport. Prior to the Effective Date of this Permit, Affiliate shall identify in writing to the Director and the Airport Fire Department all Hazardous Substances (with the exception of any small quantities of household chemicals Affiliate uses for general office purposes) that are used or stored or that Affiliate expects to use or store in or on the Leased Premises. This list shall be updated by Affiliate in March of each year and shall include the quantities used or stored in or on the Leased Premises. City shall have the right to inspect the Leased Premises at any reasonable time, upon prior written notice to Affiliate to ensure compliance with Environmental Laws and the provisions of this Article, provided that such inspections shall not unreasonably interfere with Airline's occupancy or use of the Leased Premises operations.

Affiliate shall not allow its employees, contractors, subcontractors, or agents to disposal or discharge, whether accidental or intentional, of Hazardous Substances on the Leased Premises or other Airport property except in compliance with applicable Environmental Laws and with the consent to the City not be unreasonable withheld.

Affiliate shall comply with the Airport's Spill Prevention, Control, and Countermeasure Plan ("SPCC") and all future amendments thereto and the Airport's Storm Water Pollution Prevention Plan ("SWPPP") and all future amendments thereto, to the extent applicable to Airline's operations upon the Airport.

The Triturator Facility is an Airport facility built specifically to grind aircraft lavatory waste prior to entry of such waste into the sanitary sewer system. Affiliate is authorized to dispose of aircraft lavatory waste that has been processed in the Triturator Facility to the sanitary sewer system. Prior to any other waste disposal including waste disposal in contravention of this Section or which could have a corrosive or degrading effect on the Triturator Facility, Airline is required to obtain prior written approval of the Director and a wastewater pre-treatment permit if such is necessary or required by any applicable environmental regulatory authority or any Environmental Law. The

written approval of the Director shall not relieve Airline of full responsibility and liability for the disposal of any waste materials or products. The Director may withhold approval for any reason under this provision.

In the event City identifies the presence of Hazardous Substances on the Leased Premises in violation of applicable Environmental Law that (a) did not exist prior to Affiliate's occupation of the Leased Premises, (b) is the result of Affiliate's use of the Leased Premises, and (c) requires assessment or remediation, City shall perform such assessment or remediation at Affiliate's sole cost and expense, provided that City has given Affiliate at least thirty (30) days' prior written notice and opportunity to object or perform the requested work itself. If City performs the assessment and/or remediation, Affiliate shall pay or reimburse to City the reasonable cost of such assessment or remediation, plus an administrative fee of fifteen percent (15%) of such cost, promptly upon demand. Notwithstanding the foregoing, the provisions of this paragraph shall not be construed or operate to alter in any way Affiliate's obligations under Environmental Laws, including but not limited to Affiliate's reporting obligations under Airport's SPCC and SWPPP, or under any other provision of this Permit, including without limitation Section 8.02 below.

Section 8.02 ENVIRONMENTAL REPORTS

Affiliate shall promptly provide to the Director complete copies of all environmental permits and reports related to the Leased Premises and all notices, orders, decrees, citations, and inspection reports issued to Affiliate by any environmental regulatory authority related to the Leased Premises. The Director shall promptly provide to Affiliate, on an ongoing basis and as updates are required, copies of all City environmental permits and reports related to the Leased Premises and all notices, orders, decrees, citations, and inspection reports issued to City by environmental regulatory authorities related to the Leased Premises.

Section 8.03 SURVIVAL OF OBLIGATIONS

The obligations of this Article 8 shall survive the expiration, termination, or assignment of this Permit.

END OF ARTICLE

ARTICLE 9. COMPLIANCE WITH LAW AND NONDISCRIMINATION

Section 9.01 RULES AND REGULATIONS

City, in its governmental capacity, and/or the Director have adopted, and may from time to time modify, amend and adopt, and will enforce Rules and Regulations with respect to the occupancy and use of the Airport, its services, and facilities by persons, vehicles, aircraft, and equipment that in the opinion of City or the Director will reasonably ensure the safe, efficient, and economically practicable operation of the Airport and provide for the safety and convenience of those using the Airport.

The Director may promulgate, adopt, modify, amend and enforce the Rules and Regulations from time to time in furtherance of said purposes and/or that the Director deems are necessary to implement the intent and terms of this Permit. All such Rules and Regulations, promulgated through the Director's authority but without governmental action or mandate, shall be reasonable and not unjustly discriminatory, shall be enforced in a reasonable and not unjustly discriminatory manner and shall not be inconsistent with any legally authorized rule or regulation of the FAA, or any other federal or State agency, which is binding in law on Airline, Affiliate or City, as the same now are or may from time to time be amended or supplemented nor inconsistent with the reasonable exercise by Airline of any right or privilege granted under this Permit. City shall provide Airline and Affiliate with reasonable notice prior to adoption of any new or amended Rules or Regulations in order to provide Airline and Affiliate with the opportunity to comment on same prior to adoption. Airline or Affiliate, upon written request to the Director, shall be furnished (at the notice address provided herein and to Airline's on-Airport manager) a current copy of the Rules and Regulations and any amendments thereto.

Airline and Affiliate agree to observe and obey all Rules and Regulations as are currently in place and as may be reasonably established from time to time, and to require their respective officers, agents, employees, contractors, and suppliers to observe and obey the same. It shall be a violation of this Permit for Airline or Affiliate, or any of their officers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers to violate, or to cause another person to violate, any Rule or Regulation. Airline and Affiliate shall make reasonable efforts to

cause their passengers, guests, and invitees to comply with the Rules and Regulations.

City reserves the right to deny access to the Airport or its facilities to any person, firm, corporation or entity that fails or refuses to obey and comply with the Rules and Regulations.

Section 9.02 NO ILLEGAL PURPOSE

Affiliate shall not use the Airport or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, subtenants, contractors, invitees, or licensees, for any illegal purposes.

Section 9.03 COMPLIANCE WITH STATUTES, ORDINANCES, AND REGULATIONS

At all times during the Term of this Permit, Affiliate shall, in connection with its activities and operations at the Airport:

a. Comply with and conform to all applicable present and future statutes and ordinances, codes and regulations promulgated thereunder, of all federal, State, and other government bodies of competent jurisdiction that apply to or affect, either directly or indirectly, Affiliate or Affiliate's operations and activities under this Permit. Affiliate shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101), as may be amended from time to time, and federal regulations promulgated there under that may be made applicable as a result of construction activities conducted by Affiliate.

b. Make, at its own expense, all non-structural improvements, repairs, and alterations to Airline's Exclusive Use Space used or occupied by Affiliate and to Affiliate's equipment and personal property that are required to comply with or conform to any of such statutes, ordinances, codes or regulations. Affiliate shall secure the written approval of the Director before proceeding to make any improvements, repairs or alterations under this paragraph.

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Section 9.04 NONDISCRIMINATION

As a condition of the use of Airport services and facilities, Affiliate shall be subject to the following:

1. In the event facilities are constructed, maintained, or otherwise operated on the space assigned to Affiliate for a purpose for which a U.S. Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, Affiliate shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, USDOT, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as such regulations may be amended from time to time.
2. No person shall be excluded by Affiliate from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities assigned to Affiliate on the grounds of race, creed, color, national origin, sex, handicap, or religion.
3. No person shall be excluded by Affiliate from participation in, denied the benefits of, or otherwise be subject to discrimination in the construction of any improvements on, over, or under the space assigned to Affiliate, or the furnishing of services thereon, on the grounds of race, creed, color, national origin, sex, handicap or religion.
4. Affiliate shall use the premises assigned to it in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as such regulations may be amended.

Affiliate shall insert the substance of the provisions of these paragraphs on nondiscrimination in any lease, agreement, or contract by which Affiliate grants a right or privilege to any person, firm, or corporation to render accommodations or services to the public on the space assigned to it at the Airport.

Section 9.05 BREACH OF NONDISCRIMINATION

In the event of a breach of any of the nondiscrimination covenants set forth above, City shall have the right to terminate Affiliate's right to use Airport services and facilities and to re-enter and repossess the space and the facilities thereon that had been assigned to Affiliate, and hold the same as if such assignment had never been made, subject to Airline's rights under the Agreement. This provision regarding the termination of Affiliate's rights to use Airport services and facilities shall not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including the expiration of appeal rights, by either Affiliate or City.

Section 9.06 FAIR AND EQUAL FURNISHING OF SERVICES

As a condition of the use of Airport services and facilities, Affiliate shall furnish its accommodations or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. In the event of noncompliance with this paragraph, City may terminate Affiliate's right to use Airport services and facilities.

Section 9.07 AFFIRMATIVE ACTION PROGRAM

As a condition of the use of Airport services and facilities, Affiliate shall undertake an affirmative action program as required by FAA regulations, Title 14, Code of Federal Regulations, Part 152, Subpart E, entitled "Nondiscrimination in Airport Aid Program," or as otherwise approved by the FAA, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, or handicap be excluded from participation in any employment activities covered in such Subpart E. Affiliate shall not exclude any person on such grounds from participating in or receiving the services or benefits of any program or activity covered by such Subpart E. Affiliate shall require that its covered suborganizations provide assurances to Affiliate that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to the same effect.

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Section 9.08 MINORITY BUSINESS ENTERPRISE

As a condition of its use of Airport services and facilities, Affiliate shall comply with the requirements of Title 49 of the Code of Federal Regulations, Part 23, and entitled "Participation by Minority Business Enterprise in Department of Transportation Programs" as this Part may be amended from time to time.

Section 9.09 RIGHTS OF FEDERAL GOVERNMENT

Any use of Airport services and facilities by Affiliate shall be subject to whatever right the U.S. government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

Section 9.10 SUBORDINATION OF PERMIT

The use of Airport services and facilities by Affiliate, pursuant to this Permit, is subordinated to City's existing and future obligations and agreements with or to the federal government including, but not limited to, federal grant assurances.

Section 9.11 NON-WAIVER

Nothing contained in this Permit is intended, nor shall be construed, as a waiver by either party of any right to assert any claim or defense, or raise any issue in any context or forum including, but not limited to, a court or administrative forum, regarding the preemption by federal law, including but not limited to Airline Deregulation Act (49 U.S.C. § 41713), of any state or local law or ordinance, or the Rules and Regulations.

Section 9.12 SURVIVAL OF OBLIGATIONS

The obligations of this Article 9 shall survive the expiration, termination, or assignment of this Permit.

END OF ARTICLE

DRAFT

ARTICLE 10. MISCELLANEOUS

Section 10.01 ACKNOWLEDGMENT

The parties hereto acknowledge that they have thoroughly read this Permit, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations hereunder. The parties further acknowledge that this Permit is the result of extensive negotiations between the parties and shall not be construed against City by reason of the preparation of this Permit by City.

Section 10.02 AIRPORT ACCESS LICENSE/PERMIT

City reserves the right to establish a licensing or permit procedure for vehicles requiring access to the Airport operational areas.

Section 10.03 AMENDMENTS

Except as provided in Section 2.02, this Permit may not be amended in whole or in part without the written consents of all parties.

Section 10.04 ASSIGNMENT NOT PERMITTED

This Permit may not be assigned, in whole or in part, by Affiliate or Airline.

Section 10.05 AUTHORITY OF DIRECTOR

The Charter of the City of Pensacola provides that the Mayor shall serve as the City's Chief Executive Officer. Upon approval by the City Council of the Agreement, the Mayor shall be authorized and obligated to perform, discharge and enforce all of the obligations, rights and responsibilities of the City which are created by, referenced or expressly or implicitly contained in this Permit. The Mayor may, in his discretion, enforce and perform the rights and obligations of the City through such designees as he may select and identify to the signatories herein, and until

such notice to the contrary has been provided, the Mayor hereby designates the Airport Director as his designee, unless provided otherwise or required by law.

Section 10.06 CAPACITY TO EXECUTE

Each of the parties hereto warrants and represents that the execution and delivery of this Permit by the undersigned representatives has been duly authorized by all necessary corporate or municipal action, as applicable.

Section 10.07 CITY NOT LIABLE

City shall not be under any duty or obligation to the Affiliate to repair or maintain the Leased Premises, or any portion thereof, or any facilities or equipment constructed thereon; provided that, as between City and Airline, nothing in this Section shall relieve City of any of its obligations under the Agreement. The City shall not be responsible or liable to the Airline or Affiliate for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by the Airline or Affiliate resulting from failure of any water supply, heat, air conditioning, electrical power, or sewage or drainage facility, or caused by the natural physical conditions on the Airports, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, or state of war, civilian commotion or riot, or any other cause or peril beyond the control of City.

Section 10.08 COMPLIANCE BY OTHER TENANTS.

City shall, whenever possible, make reasonable efforts to obtain uniform compliance with the Rules and Regulations; however, City shall not be liable to the Affiliate for any violation or non-observance of such Rules and Regulations by any user, tenant, concessionaire, other Air Transportation company, invitee, licensee, or trespasser at the Airport nor shall such violation or non-observance by a user, tenant, concessionaire, other Air Transportation company, invitee, licensee, or trespasser at the Airport, constitute a waiver of the Affiliate's obligation to comply with the Rules and Regulations.

Section 10.09 COMPLIANCE WITH FAR PART 77

Affiliate agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned by Affiliate for the Leased Premises, or in the event of any planned modification or alteration by Affiliate of any present or future building or structure on the Leased Premises.

Section 10.10 DELIVERY OF NOTICES

Any notice required or permitted by this Permit shall be in writing and (1) served by email to the email address of the intended recipient set forth hereinbelow and (2) (a) (2) (a) served personally, (b) sent by registered or certified mail (return receipt requested), postage prepaid, (c) sent or by a nationally recognized courier service such as FedEx, or UPS, fees prepaid, for next business day delivery. Any notice sent pursuant to this paragraph shall be deemed to have been received by the addressee on the earlier of (a) actual receipt or (b) five (5)-business days after deposit of it in the U. S. mail or (c) the next business day after deposit of it with such courier service, as the case may be, in each case provided that such notice has also been served via email as provided hereinabove.

Notices to City shall be addressed to:

CITY OF PENSACOLA
Airport Director
Pensacola International Airport
2430 Airport Blvd., Ste. 225
Pensacola FL 32504
mcoughlin@cityofpensacola.com

With copy to:

CITY OF PENSACOLA
City Attorney
222 W. Main Street
Pensacola, Florida 32502
legal@cityofpensacola.com

DRAFT

Notices to Airline shall be addressed to:

_____

_____

_____

Email address: _____

Notices to Affiliate shall be addressed to:

_____

_____

_____

Email address: _____

Section 10.11 EMPLOYEES OF AFFILIATE

Affiliate shall require all of its employees and subcontractors and independent contractors hired by Affiliate working in view of the public and about the Terminal Building to attire as appropriate to the job duties performed and to display appropriate identification. Affiliate's employees shall obtain identification badges from the Director. Affiliate, or its employees, shall be responsible for paying the cost of Transportation Security Administration required employee background checks and badging.

Section 10.12 ENERGY CONSERVATION

Affiliate shall comply with the Rules and Regulations pertaining to energy conservation and management to the extent that such Rules and Regulations do not unreasonably infringe on the rights and privileges granted herein or place an undue financial or administrative burden on Affiliate.

Section 10.13 ENTIRE AGREEMENT

This Permit and the Agreement constitute the entire agreement and understanding of the parties with respect to Affiliate's operations at and use of the Airport for and on behalf of Airline and may not be changed, modified, discharged, or extended except by written instrument duly executed by

City, Affiliate and Airline. This Permit and the Agreement supersede all prior agreements and understandings, written and oral, expressed or implied, between or among City, Affiliate and Airline with respect to Affiliate's operations at and use of the Airport for and on behalf of Airline. Airline and Affiliate agree that no representations or grant of rights or privileges shall be binding upon City unless expressed in writing in this Permit or in the Agreement.

Section 10.14 EXCLUSIVENESS OF AIRLINE'S OR AFFFILIATE'S RIGHTS

Nothing herein contained shall be deemed to grant to Airline or Affiliate any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, Airline and Affiliate shall have the right to exclusive possession of the Exclusive Use Space leased to Airline under the provisions of the Agreement.

Section 10.15 GOVERNING LAW

This Permit 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 Permit.

Section 10.16 HEADINGS

The headings of the Articles and paragraphs of this Permit are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Permit and shall not be construed to affect in any manner the terms and provisions of this Permit or of its interpretation.

Section 10.17 HOLDING OVER

If Affiliate remains in possession of the Leased Premises after the expiration of this Permit without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Permit, but shall create only a tenancy at sufferance that may be terminated at any time by

City. Such holding over shall otherwise be under the same terms and conditions as set forth in this Permit.

Section 10.18 LICENSES, FEES, AND PERMITS

Affiliate shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, State, or local laws and regulations insofar as they are necessary to comply with the requirements of this Permit and the privileges extended hereunder.

Section 10.19 NOTICE OR CONSENT

Any notice, consent or approval required herein to be obtained from or given by City (or the Director) may be given by the Director unless otherwise provided. Consent or approval of City, Affiliate or Airline when required herein shall not be unreasonably withheld, delayed, or conditioned.

Section 10.20 PAYMENT OF TAXES

Affiliate shall pay all taxes and assessments that may be levied upon, assessed, or charged Affiliate on its operation and property located on the Airport by the State of Florida or any of its political subdivisions or municipal corporations, and shall obtain and pay for all licenses and permits required by law.

Section 10.21 PUBLIC RECORDS LAWS

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Affiliate shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Affiliate. Notwithstanding any contrary provision in this Permit, any failure by Affiliate to comply with the Florida Public Records Law, if and to the extent that it is applicable to Affiliate, that continues for seven (7) days after written notice from City may, in City's sole discretion, result in immediate termination of this Permit.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS P, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY CLERK, 222 WEST MAIN STREET, PENSACOLA, FLORIDA 32502; PUBLICRECORDS@CITYOFPENSACOLA.COM; (850) 435-1715.

Section 10.22 REMOVAL OF DISABLED AIRCRAFT

Affiliate shall promptly remove any of its disabled aircraft (when released by appropriate federal authority) from any part of the Airport, including runways and taxiways, and place such disabled aircraft in such storage areas as may be designated by City. Affiliate may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by City.

If Affiliate fails to remove any of its disabled aircraft promptly, City may, but shall not be obligated to, cause the removal of such disabled aircraft with trained personnel. Affiliate agrees to reimburse City for all costs of such removal, and Airline further hereby releases City from any and all claims for damage to the disabled aircraft or otherwise arising from or in any way connected with such removal by City.

Section 10.23 SUBORDINATION TO AGREEMENTS WITH THE U.S. GOVERNMENT

This Permit is subject and subordinate to the provisions of any agreements heretofore or hereafter made between City and the United States relative to the operation or maintenance of the Airport, the execution of which agreement has been required as a condition precedent to the transfer of federal rights or property to City for Airport Purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, the Federal Aid to Airports Act, the Airport and Airway Development Act of 1970, and the Airport and Airway Improvement Act of 1982, as such acts have been amended from time to time.

In the event that the FAA requires, as a condition precedent to the granting of funds for the improvement of the Airport, modifications or changes to this Permit, Airline and Affiliate agree to consent to such reasonable amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Permit as may be reasonably required to enable City to obtain such grant of funds, provided that in no event shall such changes materially impair the rights of Affiliate hereunder.

Section 10.24 TRIAL BY JURY

The parties to this Permit desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors, heirs and permitted assigns, that they shall and hereby do waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by a party against another party arising out of or in any way connected with this Permit and/or the relationship which arises hereunder. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by all parties, and is in the best interest of all parties.

Section 10.25 TIME IS OF THE ESSENCE

The parties hereto agree that time is of the essence in this Permit.

END OF ARTICLE

DRAFT

IN WITNESS WHEREOF, the parties have executed this Permit as of the day and year first above written, intending themselves to be legally bound hereby.

CITY OF PENSACOLA

By: _____

Matthew F. Coughlin,
Airport Executive Director,
Pensacola International Airport

REQUESTING AIRLINE:

ATTEST: _____

By:_____ By: _____

Title:_____ Title: _____

Date:_____ Date:_____

AFFILIATE AIRLINE:

ATTEST: _____

By:_____ By: _____

Title:_____ Title:_____

Date:_____ Date:_____

DRAFT

File #: 25-1097 City Council 9/11/2025

PUBLIC HEARING

SPONSOR: Jared Moore, Council President

SUBJECT:

PUBLIC HEARING: REQUEST FOR FUTURE LAND USE AND ZONING MAP AMENDMENT - 2907 EAST LEE STREET

RECOMMENDATION:

That City Council conduct a Public Hearing on September 11, 2025, to consider a request to amend the City's Future Land Use Map and Zoning Map for the property located at 2907 East Lee Street.

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.

Carmen Lemox, Michael Lewis, and Sharon Smith are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 2907 East Lee Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1AA, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential.

On August 12, 2025, the Planning Board voted 5:0 to recommend approval of the request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/12/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Division Manager
Gregg Harding, Assistant Planning and Zoning Division Manager

ATTACHMENTS:

1. Application_2907 E. Leee Street
2. DRAFT Planning Board Minutes August 12, 2025
3. Proposed Ordinance No. 16-25 FLUM
4. Proposed Ordinance No. 16-25 FLUM Business Impact Estimate
5. Proposed Ordinance No. 17-25 Zoning
6. Proposed Ordinance No. 17-25 Zoning Business Impact Estimate
7. 2907 E. Lee Street Maps
8. Current FLU
9. Current Zoning
10. Proposed FLU
11. Proposed Zoning
12. Zoning Comparison Report
13. PROOF OF PUBLICATION

PRESENTATION: No

REZONING

Please check application type:

	Comprehensive Plan / FLUM Amendment	
☐ **Conventional Rezoning**	☒ **(< 10 acres)**	☐ **(≥ 10 acres)**
Application Fee: $2,500.00	*$3,500.00*	*$3,500.00*
Rehearing/Rescheduling (Planning Board): $250.00	*$250.00*	*$250.00*
Rehearing/Rescheduling (City Council): $750.00	*$750.00*	*$1,000.00*

Applicant Information:

Name: Carmen A. Lemox Date: 7/9/25

Address: 2907 E. Lee St. Pensacola, FL 32503

Phone: 850 529 0748 Fax: _____ Email: cal2252@gmail.com

Property Information:

Owner Name: Carmen A. Lemox Phone: 850 529 0748

Location/Address: 2907 E. Lee St. Pensacola, FL 32503

Parcel ID: 05-25-29-5905-021-058 Acres/Square Feet: .4017

Zoning Classification: Existing R-1AAA Proposed R-1AA

Future Land Use Classification: Existing Low Density-Res Proposed Medium Density Res

Reason Rezoning Requested: Redevelopment of Property

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☒ No Is not an HOA

Is a survey being required by Development Services? ☐ Yes ☒ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 10 day of July, 2025.

Carmen A Lemox
Applicant Signature

Carmen A. Lemox
Owner Signature

Carmen A. Lemox
Applicant Name (Print)

Carmen A. Lemox
Owner Name (Print)

SAMUEL MAYO
Notary Public
State of Florida
Comm# HH686366
Expires 6/10/2029

Sworn to and subscribed to before me this 10 day of July, 2025

Name: Samuel Mayo Commission Expires: 6/10/2029

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

REZONING

Please check application type:

	Comprehensive Plan / FLUM Amendment	
☐ **Conventional Rezoning**	☒ **(< 10 acres)**	☐ **(≥ 10 acres)**
Application Fee: $2,500.00	*$3,500.00*	*$3,500.00*
Rehearing/Rescheduling (Planning Board): $250.00	*$250.00*	*$250.00*
Rehearing/Rescheduling (City Council): $750.00	*$750.00*	*$1,000.00*

Applicant Information:

Name: MICHAEL F. LEWIS Date: 7/10/25

Address: P.O. Box 6132 Gulf Breeze FL 32563

Phone: 850 723 7665 Fax: — Email: mfrancislewis26@gmail.com

Property Information:

Owner Name: Michael F Lewis, Sharon D Lewis, Carmen Lewis Phone: _____

Location/Address: 2907 E. Lee Street Pensacola FL 32503

Parcel ID: 05-2S-29-5905-021-058 Acres/Square Feet: .4017

Zoning Classification: Existing R-1AAA Proposed R-1AA

Future Land Use Classification: Existing Low Density-Res Proposed Medium Density-Res

Reason Rezoning Requested: Redevelopment of Property

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☒ No IS NOT HOA

Is a survey being required by Development Services? ☐ Yes ☒ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 10 day of July, 2025.

Michael F Lewis
Applicant Signature

Michael F Lewis
Owner Signature

Michael F Lewis
Applicant Name (Print)

Michael F Lewis, Executor signing for all owners
Owner Name (Print)

Sworn to and subscribed to before me this 10 day of July, 2025

Name: Samuel Mayo

Commission Expires: 6/10/2029

SAMUEL MAYO
Notary Public
State of Florida
Comm# HH686366
Expires 6/10/2029

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Please check application type:

	Comprehensive Plan / FLUM Amendment	
☐ **Conventional Rezoning**	☒ **(< 10 acres)**	☐ **(≥ 10 acres)**
Application Fee: $2,500.00	*$3,500.00*	*$3,500.00*
Rehearing/Rescheduling (Planning Board): $250.00	*$250.00*	*$250.00*
Rehearing/Rescheduling (City Council): $750.00	*$750.00*	*$1,000.00*

Applicant Information:

Name: SHARON L SMITH Date: 7.9.2025

Address: 2117 FRANKIE Lane Soddy Daisy TN 37379

Phone: 4232600254 Fax: _____ Email: sdlsmith@epbfi.com

Property Information:

Owner Name: SHARON SMITH Phone: 423 2600254

Location/Address: 2907 E LEE STREET PENSACOLA FL 32503

Parcel ID: 05-2S-29-5905-021-058 Acres/Square Feet: .4017

Zoning Classification: Existing R1-AAA Proposed R1-AA

Future Land Use Classification: Existing LOW Density Res Proposed Medium Density

Reason Rezoning Requested: Redevelopment of Property Res

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☒ No

EPH Neighborhood Association is not HOA

Is a survey being required by Development Services? ☐ Yes ☒ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 9th day of July, 2025.

Sharon Smith
Applicant Signature

Sharon Smith
Owner Signature

SHARON L SMITH
Applicant Name (Print)

SHARON L SMITH
Owner Name (Print)

ALEISHA BELCHER
STATE OF TENNESSEE
NOTARY PUBLIC
HAMILTON COUNTY

Sworn to and subscribed to before me this 9th day of July, 2025

Name: Aleisha Belcher Commission Expires: 05/24/2028

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Untitled project
Saved to Google Drive
File Edit View Add Tools Help
Slideshow
Share
Search Google Earth
Map contents
2907 E Lee St
2907 E Lee St
East Pensacola Heights Lions Park
Heights Baptist Church
Google 100% Data attribution 12/18/2022
100 m
Camera: 1,542 m 30°26'61"N 87°10'55"W 13 m

July 10, 2025

1:1,129

0 0.01 0.01 0.03 mi

Override 1

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Parcel ID: 052S295905021058
Account: 013400000
Owners: LEWIS HELEN LIFE EST
LEMOX CARMEN A & LEWIS MICHAEL F & SMITH SHARON D
Mail: 2907 E LEE ST
PENSACOLA, FL 32503
Situs: 2907 E LEE ST 32503
Use Code: SINGLE FAMILY RESID
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	*Cap Val*
2024	$199,477	$122,468	$321,945	$78,716
2023	$157,482	$116,043	$273,525	$76,424
2022	$141,734	$103,781	$245,515	$74,199

Disclaimer

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records
07/17/2024	9176	988	$100	QC	N	
10/05/2023	9081	277	$100	QC	N	
10/08/2019	8178	1218	$100	QC	N	
03/28/2019	8070	995	$100	QC	N	
02/2007	6087	343	$100	CJ	N	

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2024 Certified Roll Exemptions
HOMESTEAD EXEMPTION,WIDOW

Legal Description
LTS 21 TO 25 BLK 58 EAST PENSACOLA PLAT DB 77 P 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR...

Extra Features
WORKSHOP

Parcel Information

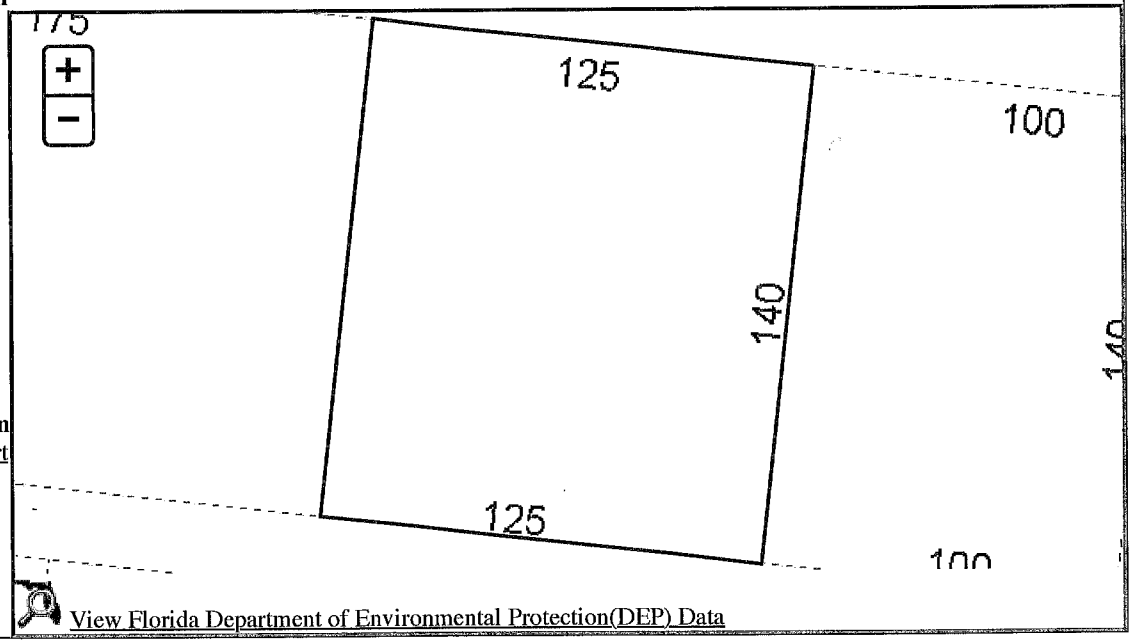
Launch Interactive Map

Section Map Id:
CA004

Approx. Acreage:
0.4017

Zoned:
R-1AAA

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

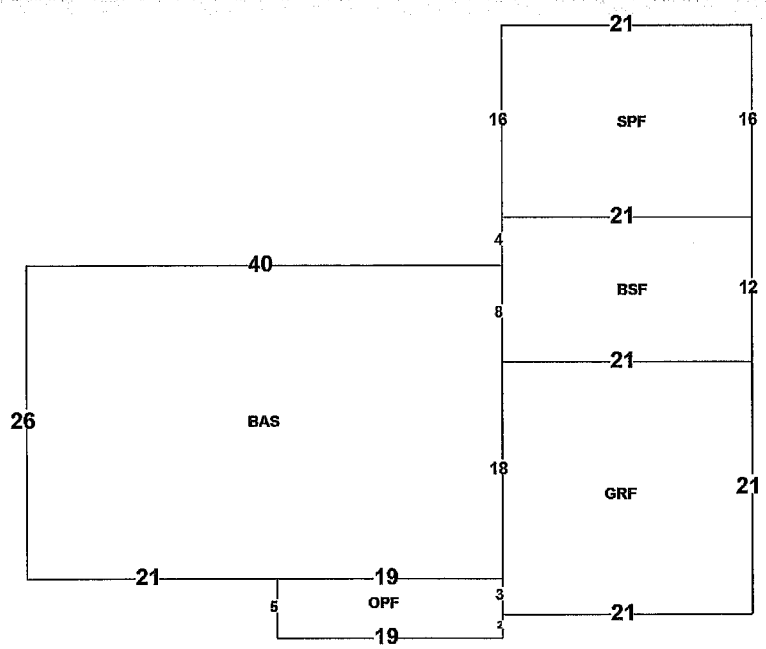
Address:2907 E LEE ST, Improvement Type: SINGLE FAMILY, Year Built: 1958, Effective Year: 1958, PA Building ID#: 42839

Structural Elements

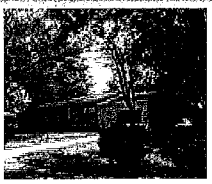
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*HARDWOOD*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*5*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 2164 Total SF

BASE AREA - *1040*
BASE SEMI FIN - *252*
GARAGE FIN - *441*
OPEN PORCH FIN - *95*
SCRN PORCH FIN - *336*



Images



3/19/2002 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
052S295905021058 - Full Legal Description

LTS 21 TO 25 BLK 58 EAST PENSACOLA PLAT DB 77 P 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

Page 71545 of 1160

MINUTES OF THE PLANNING BOARD
August 12, 2025

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Yee, Board Member Powell Board Member Grundhoefer

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon Assistant Planning & Zoning Manager Harding, Digital Media Specialist Johnston, Development Services Coordinator Statler

STAFF VIRTUAL: Assistant City Attorney Goldsmith

OTHERS PRESENT: Dan Bowen, Anna Schmautz, Bear Pernell, Katarzyna Kurek, Chris Manganello

DRAFT

AGENDA:

- Quorum/Call to Order
- Swearing In Reappointment and Appointment
- Board Election of Officers – Chair and Vice Chair
- Approval of Meeting Minutes from July 8, 2025

New Business:

- Request for Final Aesthetic Review – Whataburger Remodel at 417 E. Gregory Street, Gateway Redevelopment District
- Request for Zoning and Future Land Use Map Amendment for 2907 E. Lee Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:01pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation. All attending board members were sworn in and Chairman Ritz was voted in as acting Chair 5-0 (Vice Chairman Larson motioned and Board Member Grundhoefer seconded), and Vice Chairman Larson was vote in as acting Vice Chairman 5-0 (Board

Member Grundhoefer motioned and Board Member Powell seconded).

Approval of Meeting Minutes – **Board Member Larson made a motion to approve the July 8, 2025, minutes, seconded by Board Member Powell, and it carried 5:0.**

New Business –

Request for Final Aesthetic Review – Whataburger Remodel at 417 E. Gregory Street, Gateway Redevelopment District

Whataburger Real Estate, LLC, is requesting aesthetic approval for a building remodel and expansion. The project includes new exterior finishes, including a new storefront and awnings, and the plans reflect Whataburger's latest brand design. Work will also include the addition of a second drive-through lane and some modification to the parking area. The western curb cut along Gregory Street is being closed per FDOT requirements and is being replaced with landscaping. Additionally, a sidewalk has been added to the southerly right-of-way to connect to the existing sidewalk next door. Although shown on the elevations, signage will be handled through an abbreviated review closer to permitting.

Mr. Pernell and Mr. Manganello presented to the board. Chairman Ritz was aware of the newer designed Whataburger restaurants and believed that the A-frame had its time. He appreciated the cleaner look. He thought it fit within the Gregory Street corridor and Gateway District. Board Member Grundhoefer thought it was an improvement as well and asked about landscaping. Landscaping was being added, especially along Gregory Street, adjacent to the parking lot and where the curb cut was being closed. The Gateway Redevelopment District does discourage bright colors, but the board understood that the color was a part of the restaurant's branding. Board Member Grundhoefer asked who will review the signs and staff answered that signage will be reviewed through an abbreviated review by Assistant Planning & Division Manager Harding and Chairman Ritz. Board Member Powell agreed that the proposed design was an improvement and fit better than the original design. Board Member Yee also liked the design and understood that the evolution of the restaurant's brand was driving the changes.

Vice Chairperson Larson made the motion to approve as presented, seconded by Board Member Powell, and it carried 5:0.

Request for Zoning and Future Land Use Map Amendment for 2907 E. Lee

Carmen Lemox, Michael Lewis, and Sharon Smith are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 2907 E. Lee Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1AA, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential. The property measures 125' wide and 140' deep and is 17,500 square feet in area. Under the current R-1AAA zone, it cannot be divided. If the rezoning application is successful, it is the applicants' desire to redevelop the property for residential uses. Under the proposed R-1AA zoning district, the parcel could accommodate three new lots for single-family residential use. A zoning analysis comparing R-1AAA and R-1AA standards, along with their highest possible uses for 2907 E. Lee Street, is included.

Mr. Lewis presented to the board and specified that the property is an inheritance from his mother to him and his three siblings and that his mother's will specified that the property

DRAFT

was to be sold. They would like to rezone the property so that it can be divided.
Chairman Ritz clarified that the subject property was eligible for a rezoning since it was contiguous to a R-1AA zone. The board always considered what could happen if a property was rezoned, so they try to consider the "worst-case scenario" development-wise and according to what the Land Development Code would allow. The heaviest use of the property would be three 41' wide lots with single-family home each with an accessory dwelling unit. The question was whether lots of that size and the possible density would be appropriate there. Board Member Yee noted that some of the properties to the east and within R-1AAA were on very narrow lots and were most likely existing nonconforming. The smaller lots to the east alleviated his concerns since smaller lots already existed in the area and in both districts. Board Member Grundhoefer asked if the item was properly noticed and it was. Mr. Lewis spoke to a number of his neighbors and received no opposition. Staff clarified that the application was noticed in the PNJ, by sign, and by postcards to all neighbors within 500'. Planning Board's recommendation would be sent to City Council's September 11 meeting. The lots to the south of the subject property have been zoned R-1AA for a long time. Board Member Powell thought that this type of application addressed the city's needs for additional housing and that a rezoning would be appropriate since it was adjacent to R-1AA and since there were smaller lots nearby in both R-1AA and R-1AAA. She liked what could be developed there and didn't think the impact would be negative. Board Member Ritz agreed that this type of application does address the city's housing needs, which is often discussed by the Affordable Housing Taskforce.
Board Member Powell made the motion to recommend approval, seconded by Board Member Larson, and it carried 5:0.

Open Forum – none

Discussion
A brief update regarding the Land Development Code rewrite was given. There will be an LDC public workshop on Monday, October 13 at 5:30pm and an LDC open house on Tuesday, October 14 at 8:00am.

Adjournment – With no further business, the Board adjourned at 2:53 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

DRAFT

PROPOSED
ORDINANCE NO. 16-25

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 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:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

shall be amended from the “LDR,” Low Density Residential Land Use District designation, to “MDR,” Medium Density Residential Land Use District designation.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: P.O. No. 16-25. 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):

That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

shall be amended from the "LDR," Low Density Residential Land Use District designation, to "MDR," Medium Density Residential Land Use District designation.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The proposed ordinance would amend the future land use map for a currently developed privately-owned parcel and would not have an adverse economic impact on a private, for-profit business in the city.

PROPOSED
ORDINANCE NO. 17-25

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 amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on September 11, 2025, concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

Parcel ID: 052S295905021058; Situs: 2907 E. Lee Street, Pensacola, FL 32503

shall be amended such that the above-described property's zoning classification is hereby changed from "R-1AAA," Single-Family Zoning District to "R-1AA," One- and

Two-Family Zoning District.

SECTION 2. If any word, phrase, clause, paragraph, section, or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: P.O. No. 17-25. 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.

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☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

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shall be amended such that the above-described property's zoning classification is hereby changed from "R-1AAA," Single-Family Zoning District to "R-1AA," One- and Two-Family Zoning District.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

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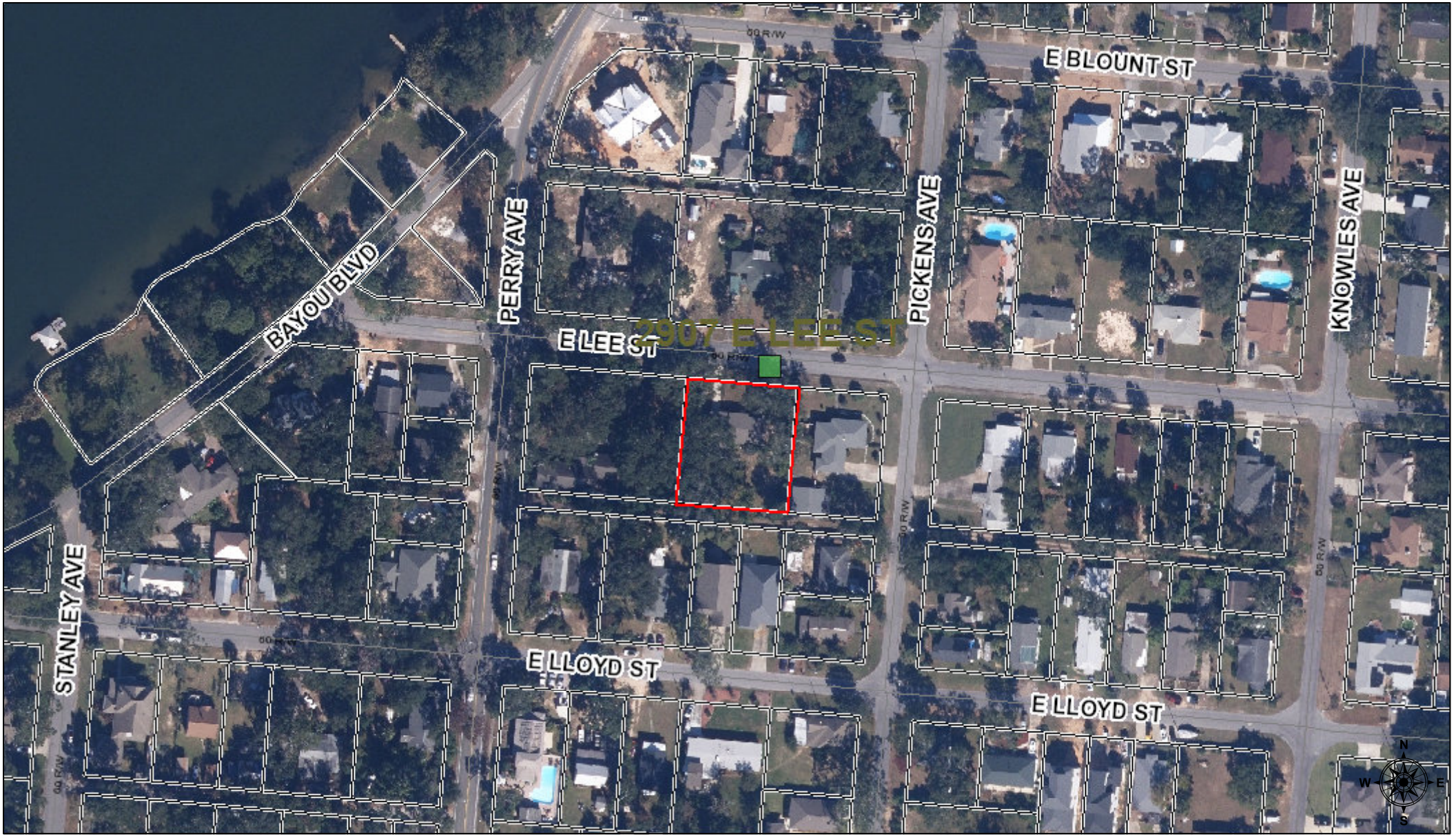
GoMaps



July 31, 2025

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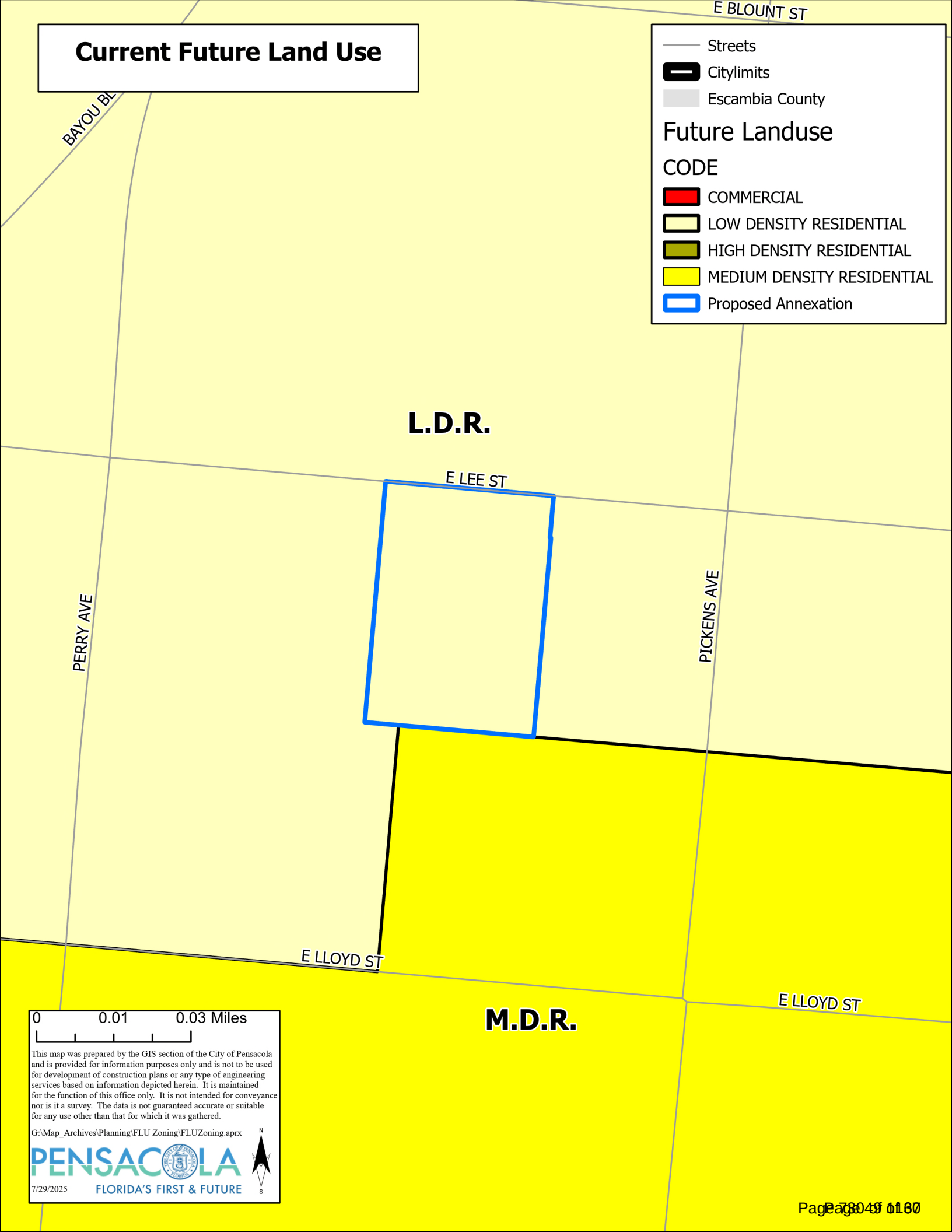
WARNING: THIS IS NOT A SURVEY.

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 should be consulted for verification of the information contained on this map. The County and the mapping company assume no legal responsibility for the information contained on this map.

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Current Future Land Use



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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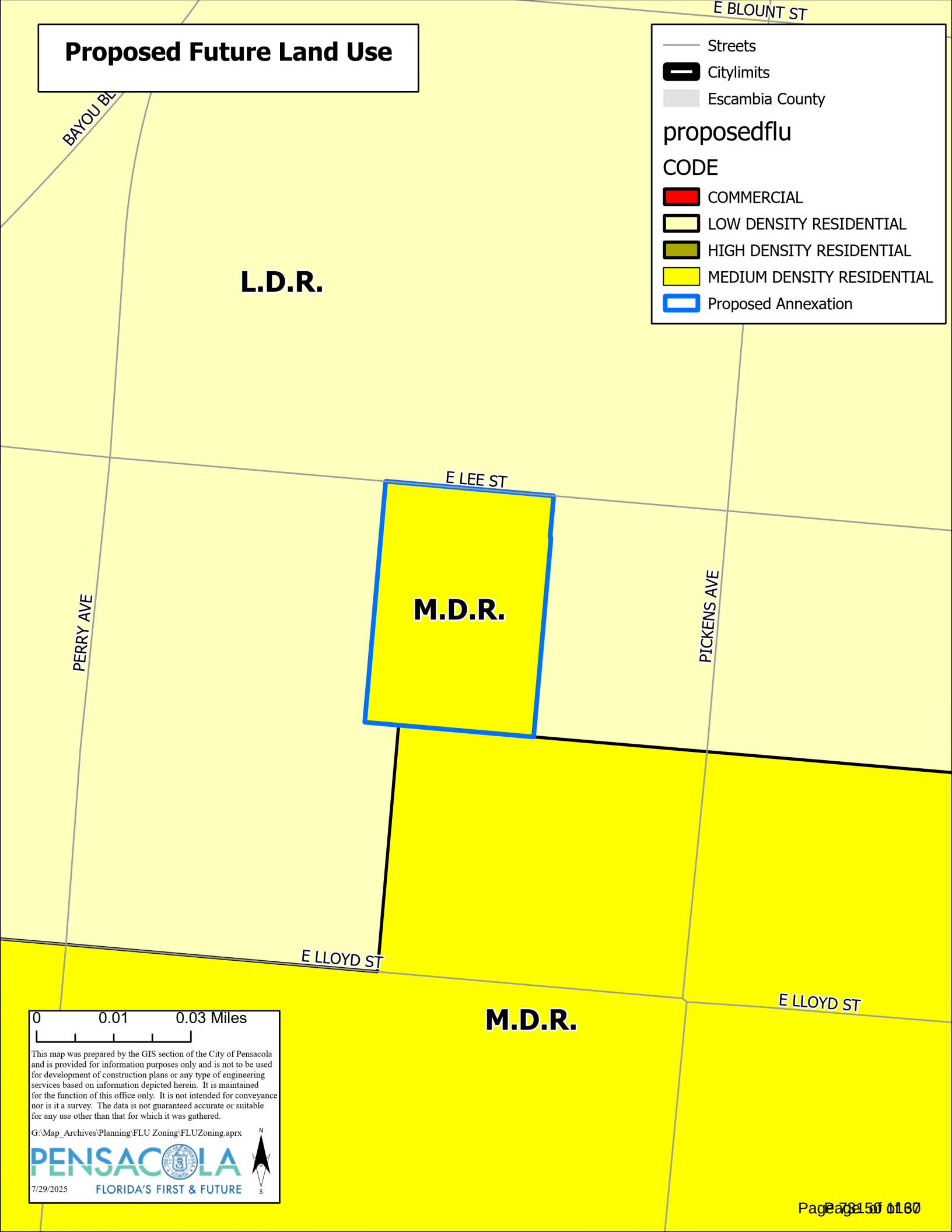
PENSACOLA
FLORIDA'S FIRST & FUTURE

7/29/2025


Proposed Future Land Use
Streets
Citylimits
Escambia County
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COMMERCIAL
LOW DENSITY RESIDENTIAL
HIGH DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
Proposed Annexation
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M.D.R.
PERRY AVE
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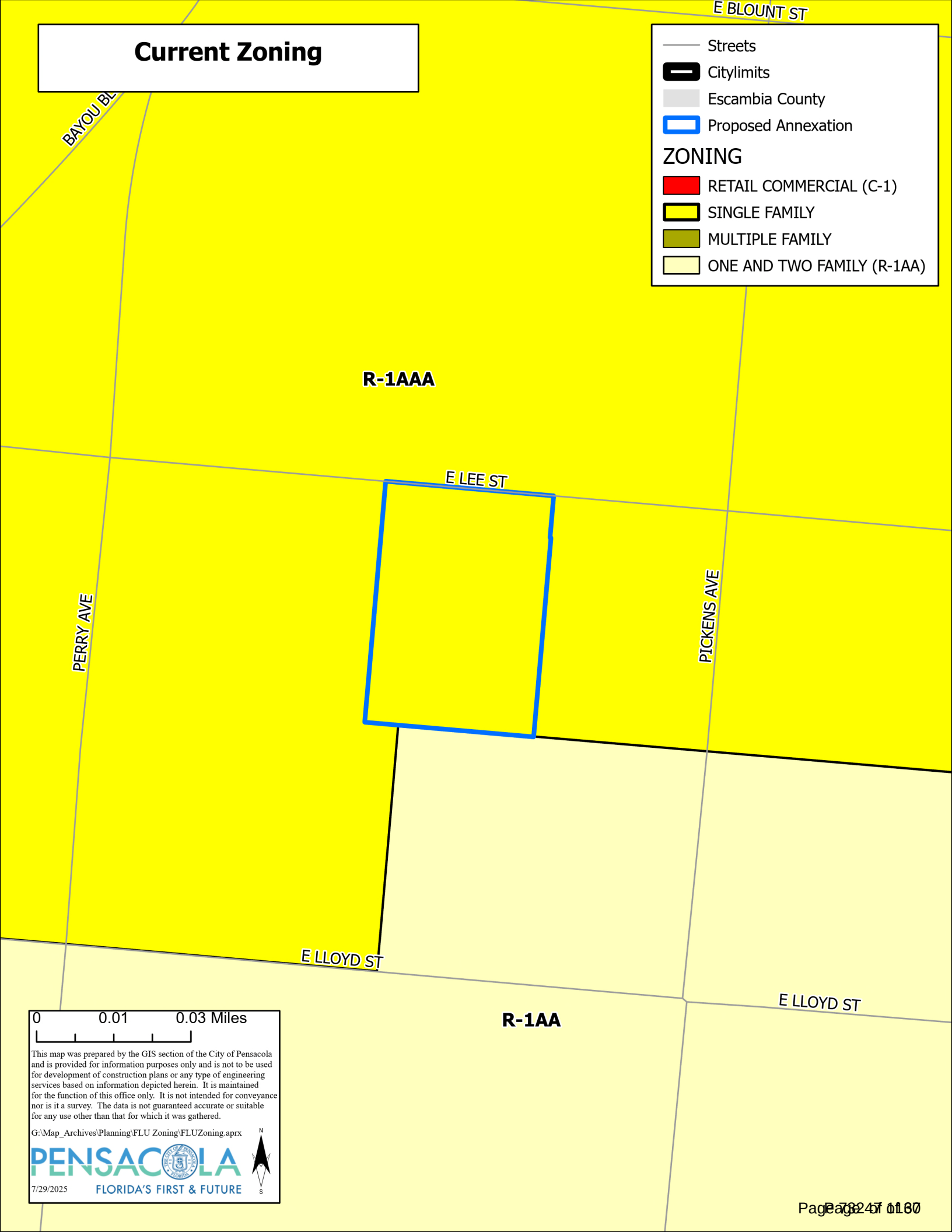
FLORIDA'S FIRST & FUTURE
7/29/2025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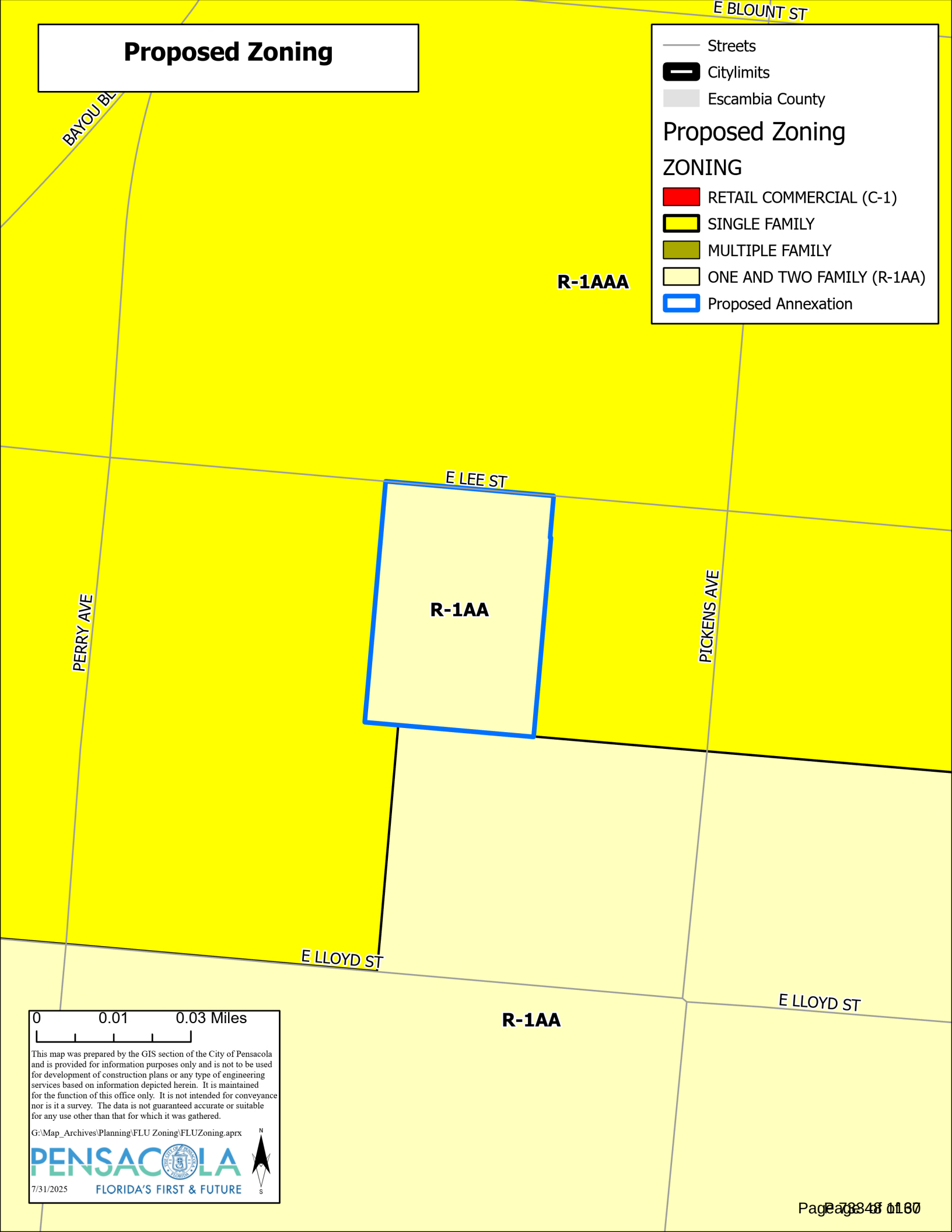
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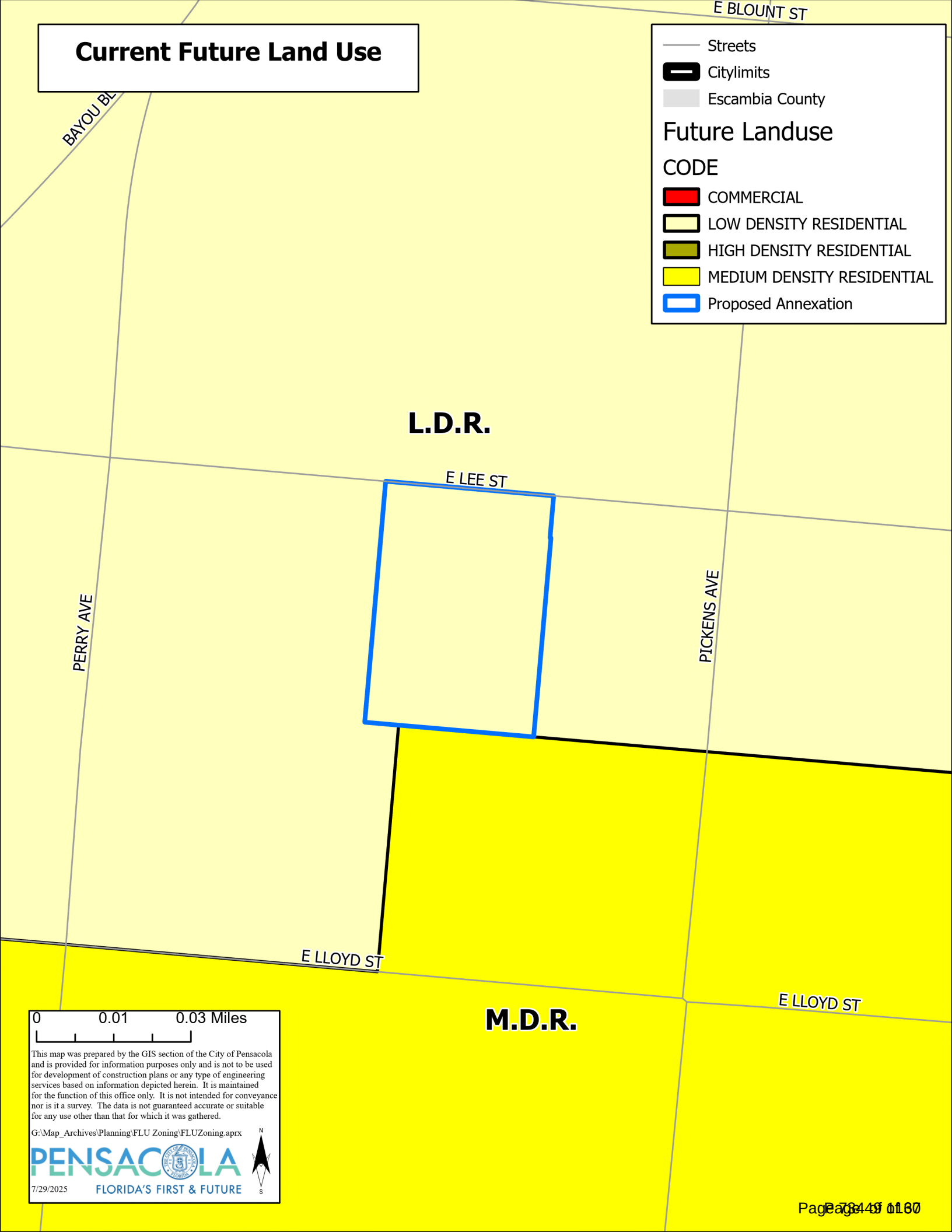
Current Future Land Use



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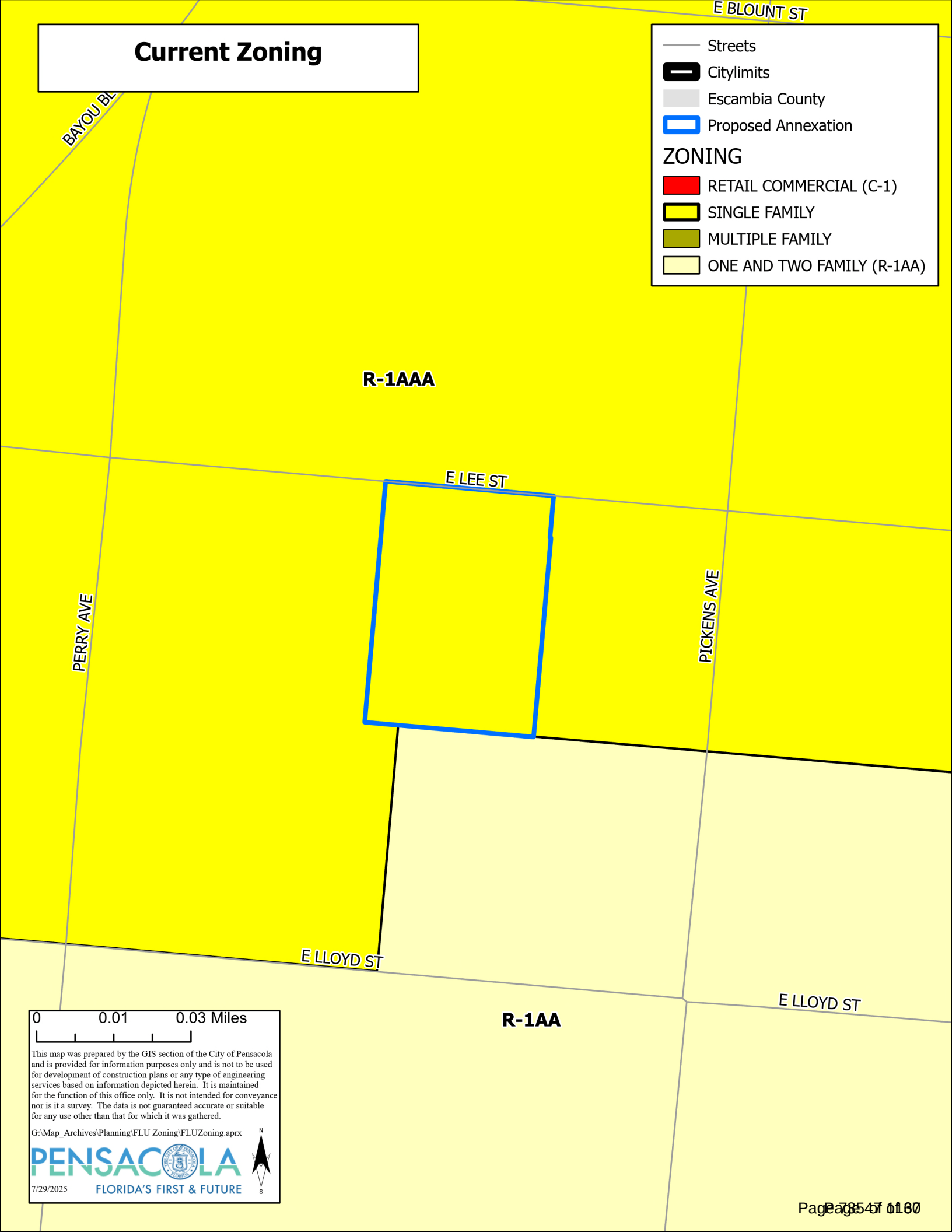
PENSACOLA
FLORIDA'S FIRST & FUTURE

7/29/2025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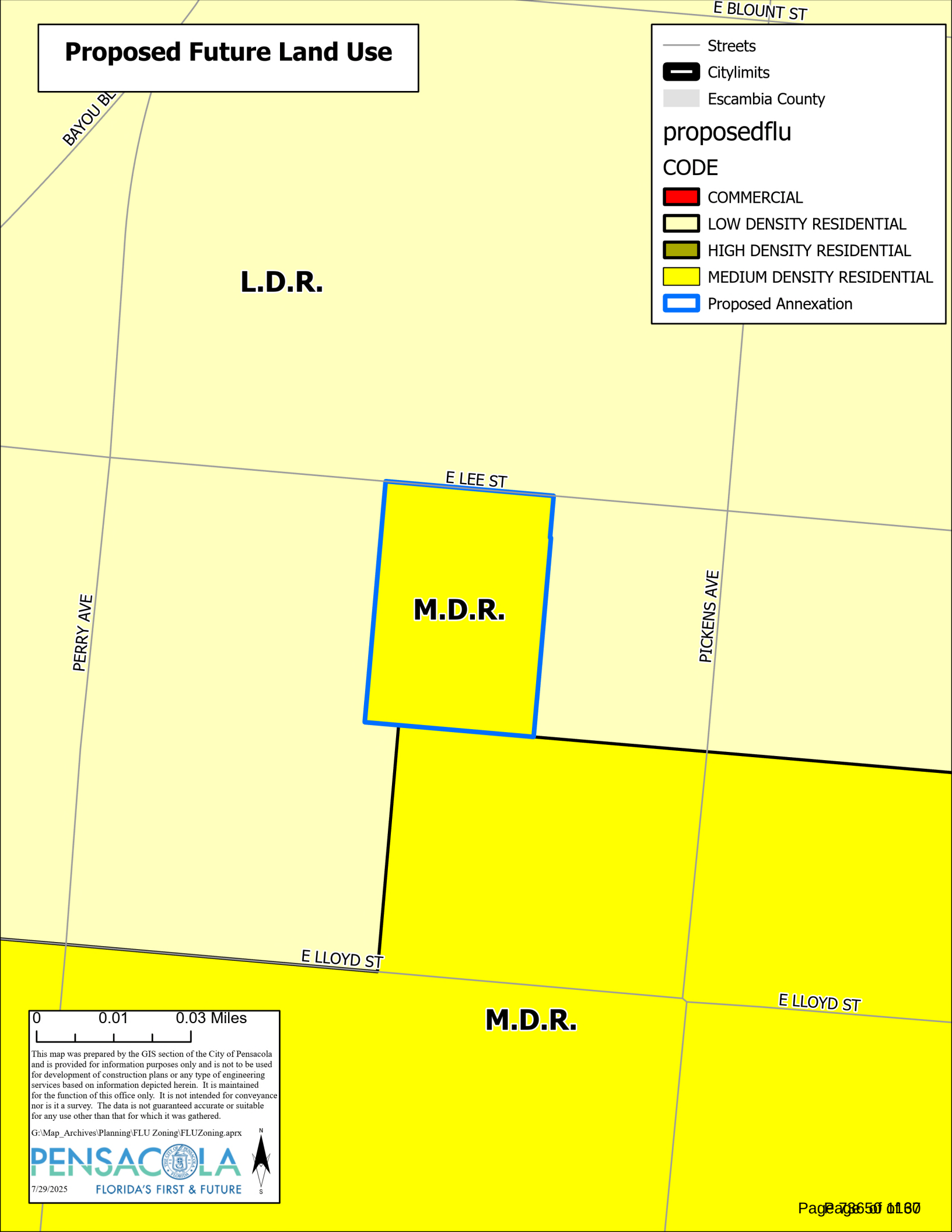
PENSACOLA
FLORIDA'S FIRST & FUTURE
7/29/2025


Proposed Future Land Use
Streets
Citylimits
Escambia County
proposedflu
CODE
COMMERCIAL
LOW DENSITY RESIDENTIAL
HIGH DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
Proposed Annexation
E BLOUNT ST
BAYOU BL
L.D.R.
E LEE ST
M.D.R.
PERRY AVE
PICKENS AVE
E LLOYD ST
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FLORIDA'S FIRST & FUTURE
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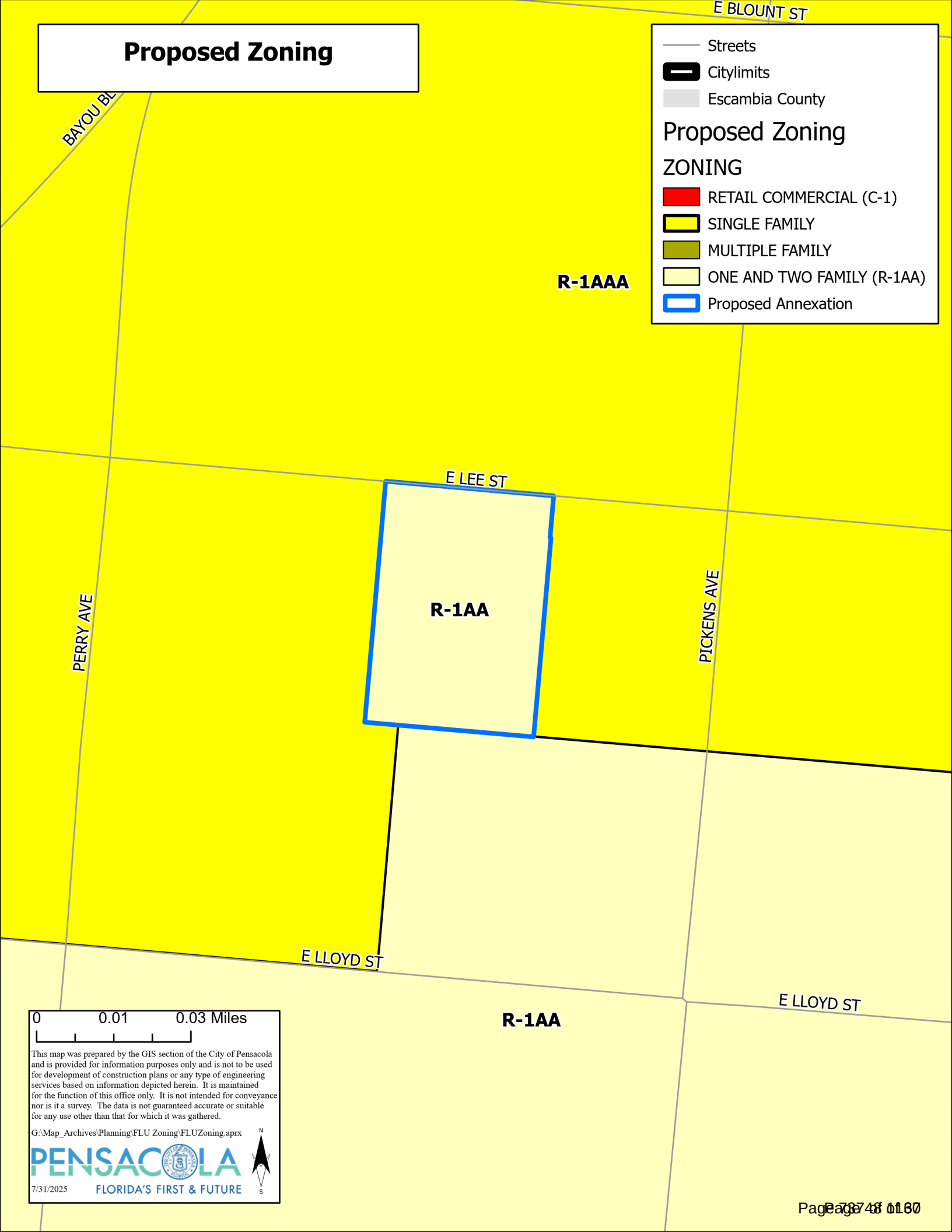
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RETAIL COMMERCIAL (C-1)
SINGLE FAMILY
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PENSACOLA
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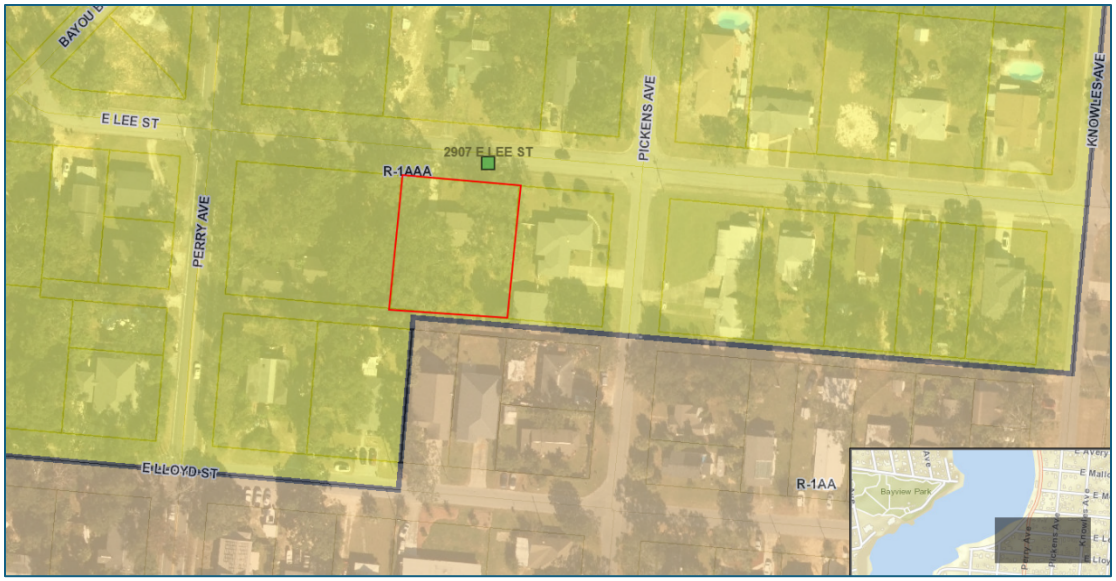
Zoning Comparison for 2907 E. Lee Street Rezoning Application (R-1AAA to R-1AA)



Address: 2907 E. Lee Street
Future land use: Low-Density Residential
Zoning district: R-1AAA
Owner(s): LEWIS HELEN LIFE EST, LEMOX CARMEN A & LEWIS MICHAEL F & SMITH SHARON D
Lot area:17,500sf (0.4017 acres)
Lot width: 125'
City Council district – 4, Councilor Jared Moore
Neighborhood Association – Yes, East Pensacola Heights Neighborhood Association
Application: Owners' desire to rezone from R-1AAA to R-1AA (and Low-Density Residential to Medium-Density Residential) to accommodate lot division.

R-1AAA standards		R-1AA standards	
Use – Single family detached		Use – Single family detached, duplex, townhomes	
Density – 5 du/acre		Density – 18 du/acre	
Min. lot area – 9,000sf		Min. lot area – 5,000sf (SFD), 7,500sf (duplex), 3,750 (townhome)	
Min. lot width – 75'		Min. lot width – 40' (SFD), 60' (duplex), 30' (townhome)	
Setbacks –	Front 30'	Setbacks -	Front 30'
	Sides 7.5'		Sides 6'
	Rear 30'		Rear 30'

Highest use under R-1AAA:	**one single family detached residence and one ADU (2 du's)**
Highest use under R-1AA:	**three single family detached residences with three ADUs (6 du's);**
(du = dwelling units)	two duplexes (4 du's); or
	four townhomes (4 du's)
	R-1AA combinations of the above
	one single family with ADU and one duplex (4 du's)
	one single family with ADU and two townhomes (4 du's)
	duplex and two townhomes (4 du's)

Zoning Comparison for 2907 E. Lee Street Rezoning Application (R-1AAA to R-1AA)

Highest use under R-1AAA: **one single family detached residence and one ADU (2 du's)**

Highest use under R-1AA: **three single family detached residences with three ADUs (6 du's);**

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

/LEGAL AD PLANNING/CITY OF PEN
City Of Pensacola Comm Dev
Planning/City Of Pen/Legal Ad
180 W Government St
Pensacola FL 32502-5797

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:

08/31/2025

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 08/31/2025

Legal Clerk

Notary, State of WI, County of Brown

4-6-27

My commission expires

Publication Cost:	$144.21	
Tax Amount:	$0.00	
Payment Cost:	$144.21	
Order No:	11591447	# of Copies:
Customer No:	1124788	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

DENISE ROBERTS
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING
On Thursday, September 11, 2025, at 5:30 p.m. in Council Chambers, 1st Floor of City Hall, 222 West Main Street, Pensacola, FL, the Pensacola City Council will conduct a hearing to receive the benefit of citizen input for the purpose of considering:

- **PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE – CHAPTER12-7- SUBDIVISIONS**
- **PUBLIC HEARING: REQUEST FOR FUTURE LAND USE MAP AND ZONING MAP AMENDMENT – 2907 E LEE STREET**

You are not required to respond or take any action regarding this notice; but if you wish to speak before City Council on this subject, you are invited to be present at the scheduled hearing. The meeting may also be viewed live stream at: **https://pensacolafl.portal.civicclerk.com/event/743/media**.
If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need a record of the proceedings, and that for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
The City of Pensacola adheres to the Americans With Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.
For additional information regarding this hearing, please call Planning Services at 435-1670.
City of Pensacola, Florida
Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.
August 31,2025 11591447

File #: 25-1098 City Council 9/11/2025

ORDINANCE

SPONSOR: Jared Moore, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 16-25 - FUTURE LAND USE MAP AND AMENDMENT - 2907 EAST LEE STREET

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 16-25 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.

Carmen Lemox, Michael Lewis, and Sharon Smith are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 2907 East Lee Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1AA, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential.

On August 12, 2025, the Planning Board voted 5:0 to recommend approval of the request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/12/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Division Manager
Gregg Harding, Assistant Planning and Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 16-25
2. 2907 E. Lee Street Maps
3. Business Impact Estimate
4. Application_2907 E. Leee Street
5. DRAFT Planning Board Minutes August 12, 2025
6. Current FLU
7. Proposed FLU

PRESENTATION: No

PROPOSED
ORDINANCE NO. 16-25

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 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:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

shall be amended from the “LDR,” Low Density Residential Land Use District designation, to “MDR,” Medium Density Residential Land Use District designation.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

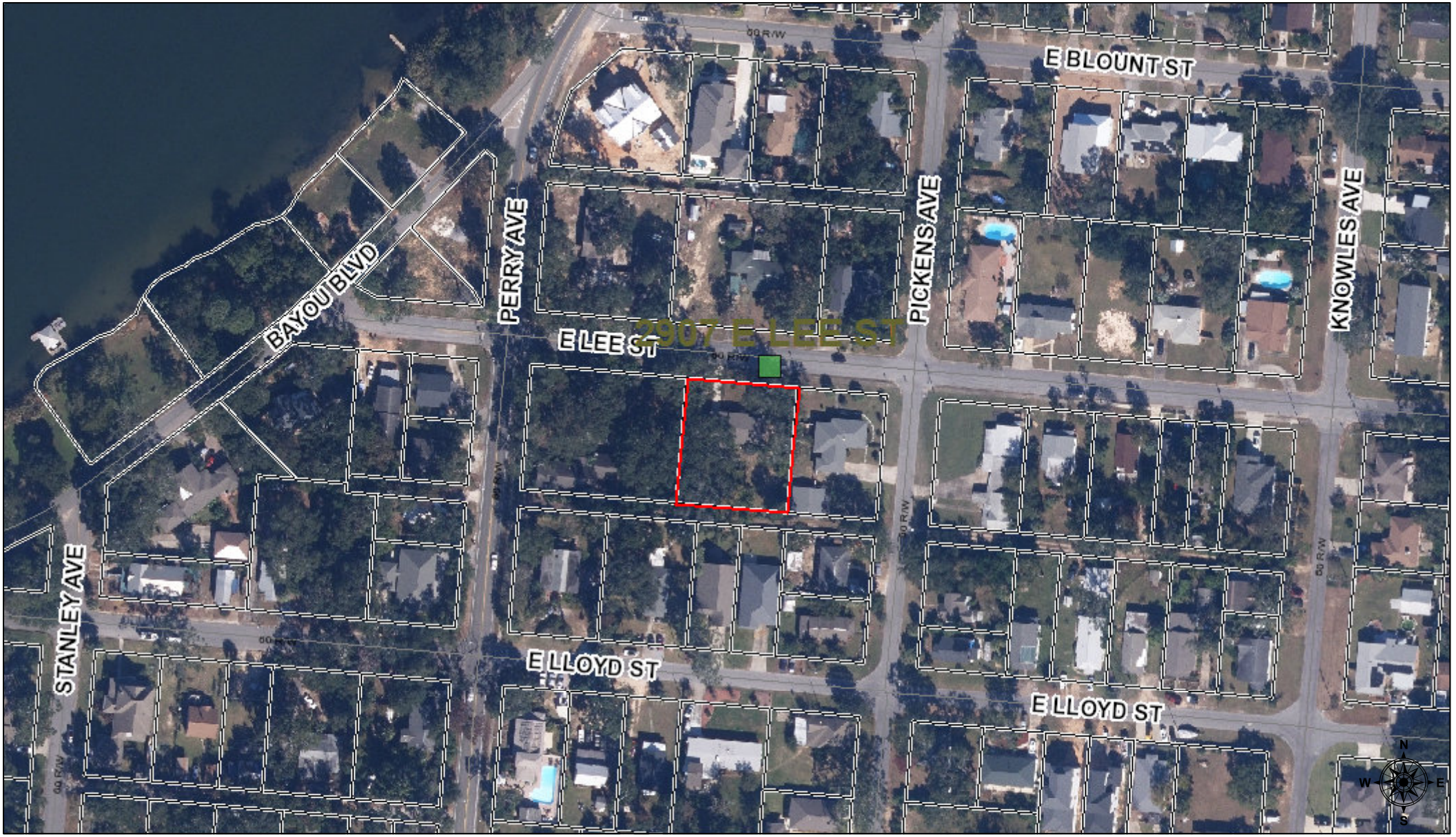
Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

GoMaps



July 31, 2025

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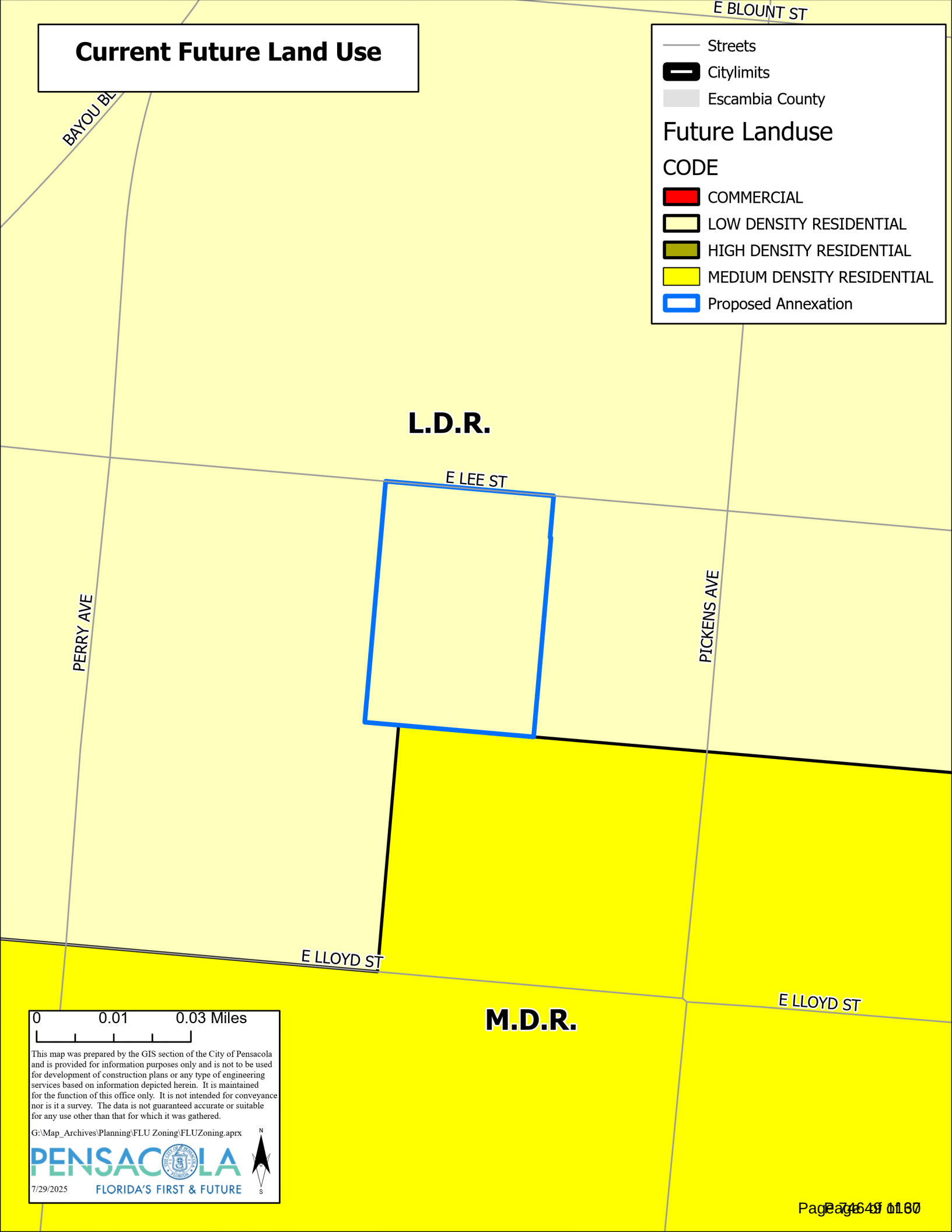
WARNING: THIS IS NOT A SURVEY.

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 should be consulted for verification of the information contained on this map. The County and mapping company assume no legal responsibility for the information contained on this map.

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Current Future Land Use



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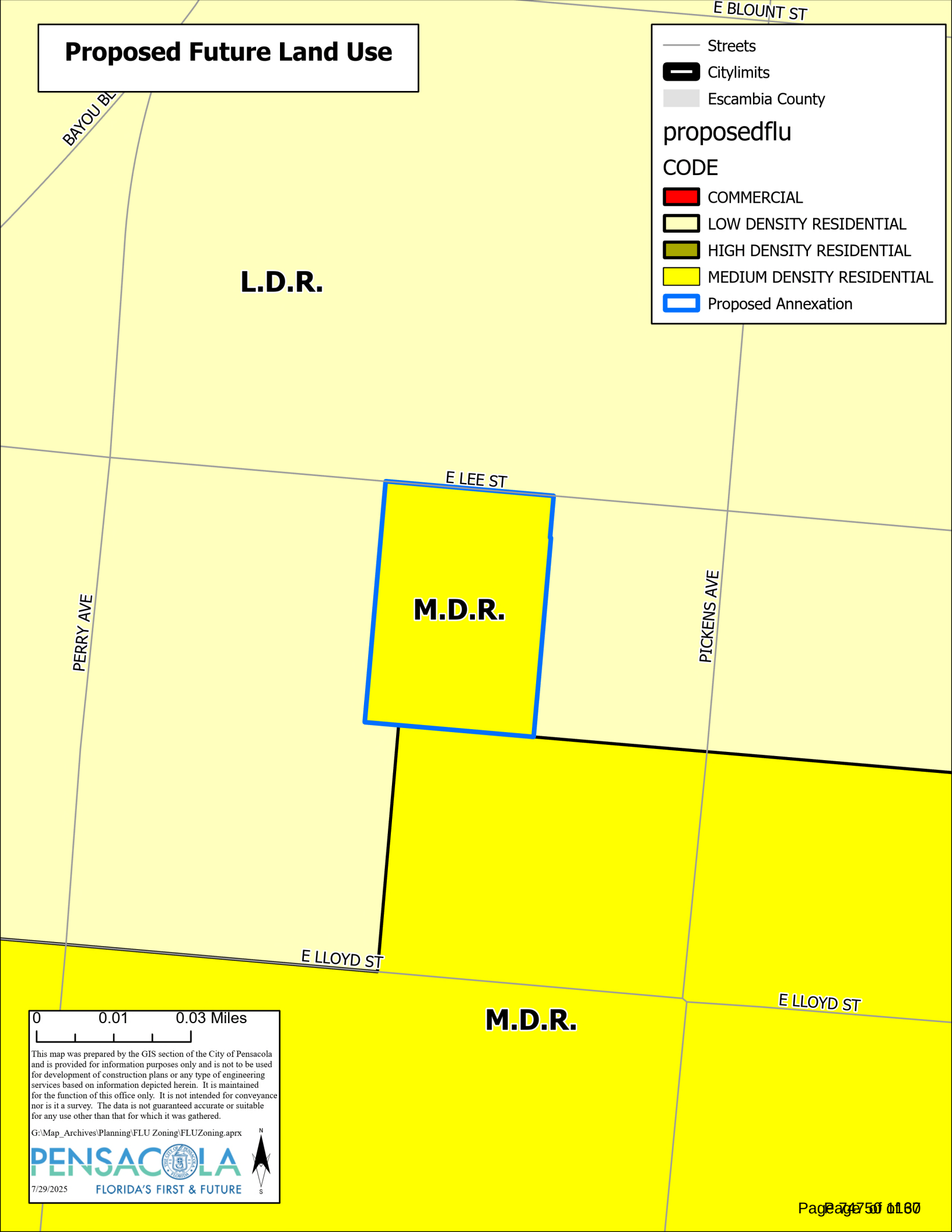
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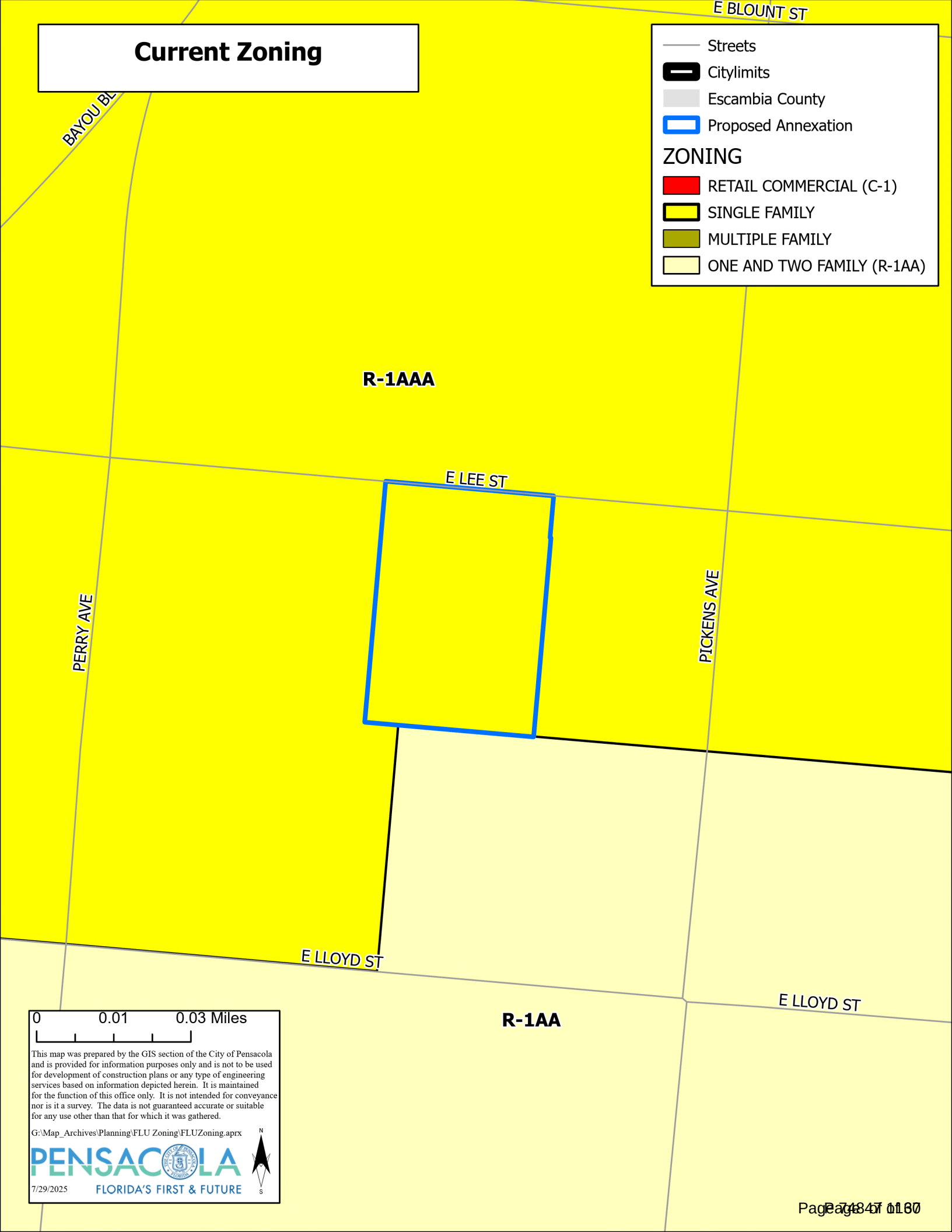
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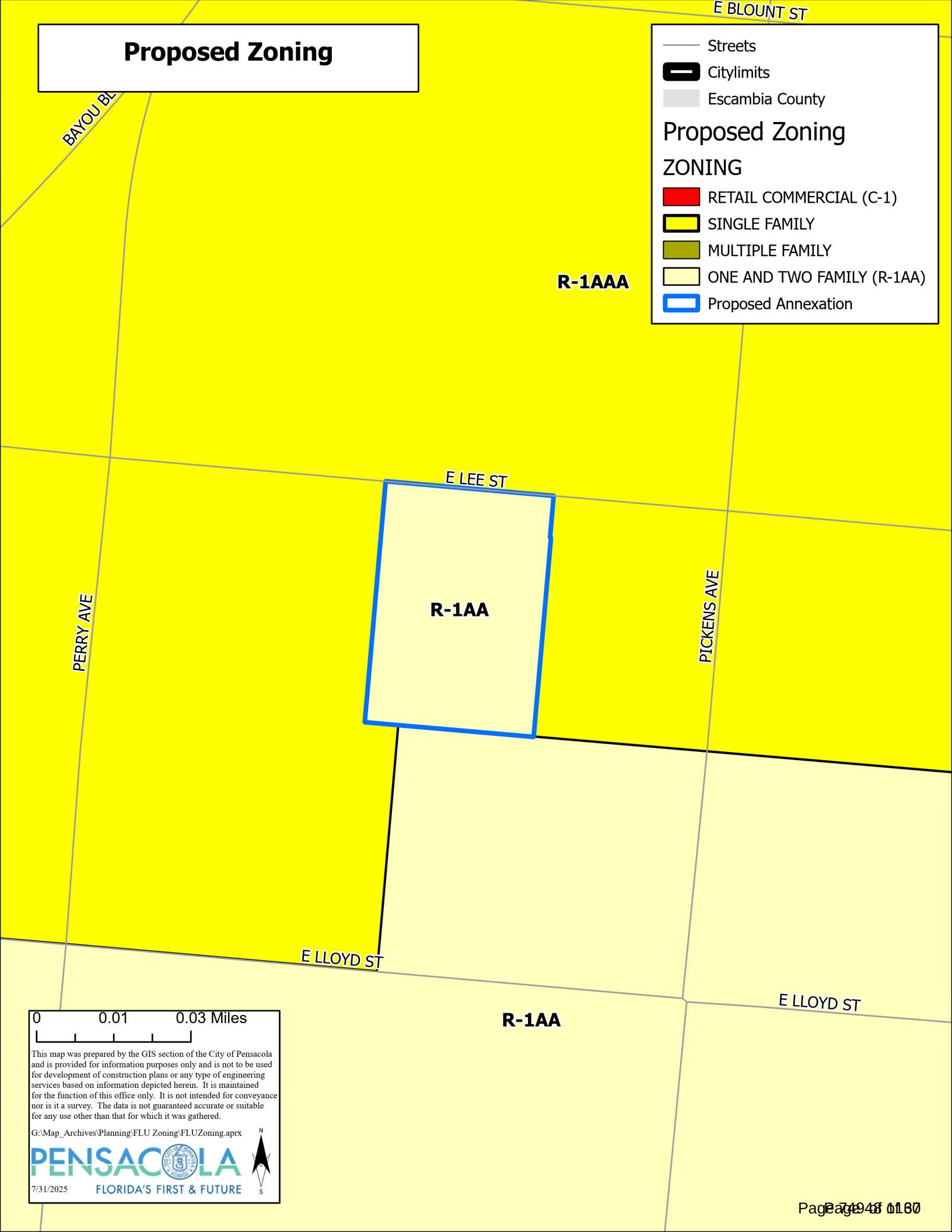
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Business Impact Estimate

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. 16-25. 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):

That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

shall be amended from the "LDR," Low Density Residential Land Use District designation, to "MDR," Medium Density Residential Land Use District designation.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The proposed ordinance would amend the future land use map for a currently developed privately-owned parcel and would not have an adverse economic impact on a private, for-profit business in the city.

REZONING

Please check application type:

		Comprehensive Plan / FLUM Amendment	
☐ **Conventional Rezoning**	☒ **(< 10 acres)**	☐ **(≥ 10 acres)**
Application Fee: $2,500.00	*$3,500.00*	*$3,500.00*
Rehearing/Rescheduling (Planning Board): $250.00	*$250.00*	*$250.00*
Rehearing/Rescheduling (City Council): $750.00	*$750.00*	*$1,000.00*

Applicant Information:

Name: Carmen A. Lemox Date: 7/9/25

Address: 2907 E. Lee St. Pensacola, FL 32503

Phone: 850 529 0748 Fax: _____ Email: cal2252@gmail.com

Property Information:

Owner Name: Carmen A. Lemox Phone: 850 529 0748

Location/Address: 2907 E. Lee St. Pensacola, FL 32503

Parcel ID: 05-25-29-5905-021-058 Acres/Square Feet: .4017

Zoning Classification: Existing R-1AAA Proposed R-1AA

Future Land Use Classification: Existing Low Density-Res Proposed Medium Density Res

Reason Rezoning Requested: Redevelopment of Property

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☒ No Is not an HOA

Is a survey being required by Development Services? ☐ Yes ☒ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 10 day of July, 2025.

Carmen A Lemox
Applicant Signature

Carmen A. Lemox
Owner Signature

Carmen A. Lemox
Applicant Name (Print)

Carmen A. Lemox
Owner Name (Print)

SAMUEL MAYO
Notary Public
State of Florida
Comm# HH686366
Expires 6/10/2029

Sworn to and subscribed to before me this 10 day of July, 2025

Name: Samuel Mayo Commission Expires: 6/10/2029

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

REZONING

Please check application type:

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☐ **Conventional Rezoning**	☒ **(< 10 acres)**	☐ **(≥ 10 acres)**
Application Fee: $2,500.00	*$3,500.00*	*$3,500.00*
Rehearing/Rescheduling (Planning Board): $250.00	*$250.00*	*$250.00*
Rehearing/Rescheduling (City Council): $750.00	*$750.00*	*$1,000.00*

Applicant Information:

Name: MICHAEL F. LEWIS Date: 7/10/25

Address: P.O. Box 6132 Gulf Breeze FL 32563

Phone: 850 723 7665 Fax: — Email: mfrancislewis26@gmail.com

Property Information:

Owner Name: Michael F Lewis, Sharon D Lewis, Carmen Lewis Phone: _____

Location/Address: 2907 E. Lee Street Pensacola FL 32503

Parcel ID: 05-2S-29-5905-021-058 Acres/Square Feet: .4017

Zoning Classification: Existing R-1AAA Proposed R-1AA

Future Land Use Classification: Existing Low Density-Res Proposed Medium Density-Res

Reason Rezoning Requested: Redevelopment of Property

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☒ No IS NOT HOA

Is a survey being required by Development Services? ☐ Yes ☒ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 10 day of July, 2025.

Michael F Lewis
Applicant Signature

Michael F Lewis
Owner Signature

Michael F Lewis
Applicant Name (Print)

Michael F Lewis, Executor signing for all owners
Owner Name (Print)

Sworn to and subscribed to before me this 10 day of July, 2025

Name: Samuel Mayo

Commission Expires: 6/10/2029

SAMUEL MAYO
Notary Public
State of Florida
Comm# HH686366
Expires 6/10/2029

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

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Application Fee: $2,500.00	*$3,500.00*	*$3,500.00*	
Rehearing/Rescheduling (Planning Board): $250.00	*$250.00*	*$250.00*	
Rehearing/Rescheduling (City Council): $750.00	*$750.00*	*$1,000.00*	

Applicant Information:

Name: SHARON L SMITH Date: 7.9.2025

Address: 2117 FRANKIE Lane Soddy Daisy TN 37379

Phone: 4232600254 Fax: _____ Email: sdlsmith@epbfi.com

Property Information:

Owner Name: SHARON SMITH Phone: 423 2600254

Location/Address: 2907 E LEE STREET PENSACOLA FL 32503

Parcel ID: 05-2S-29-5905-021-058 Acres/Square Feet: .4017

Zoning Classification: Existing R1-AAA Proposed R1-AA

Future Land Use Classification: Existing LOW Density Res Proposed Medium Density

Reason Rezoning Requested: Redevelopment of Property Res

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☒ No

EPH neighborhood Association is not HOA

Is a survey being required by Development Services? ☐ Yes ☒ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 9th day of July, 2025.

Sharon L Smith
Applicant Signature

Sharon L Smith
Owner Signature

SHARON L SMITH
Applicant Name (Print)

SHARON L SMITH
Owner Name (Print)

ALEISHA BELCHER
STATE OF TENNESSEE
NOTARY PUBLIC
HAMILTON COUNTY

Sworn to and subscribed to before me this 9th day of July, 2025

Name: Aleisha Belcher Commission Expires: 05/24/2028

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Untitled project
Saved to Google Drive
File Edit View Add Tools Help
Search Google Earth
Slideshow
Share
Map contents
2907 E Lee St
2907 E Lee St
East Pensacola Heights Lions Park
Heights Baptist Church
Google 100% Data attribution 12/18/2022
100 m
Camera: 1,542 m 30°26'61"N 87°10'55"W 13 m

July 10, 2025

1:1,129

0 0.01 0.01 0.03 mi

Override 1

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Parcel ID: 052S295905021058
Account: 013400000
Owners: LEWIS HELEN LIFE EST
LEMOX CARMEN A & LEWIS MICHAEL F & SMITH SHARON D
Mail: 2907 E LEE ST
PENSACOLA, FL 32503
Situs: 2907 E LEE ST 32503
Use Code: SINGLE FAMILY RESID
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	*Cap Val*
2024	$199,477	$122,468	$321,945	$78,716
2023	$157,482	$116,043	$273,525	$76,424
2022	$141,734	$103,781	$245,515	$74,199

Disclaimer

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records
07/17/2024	9176	988	$100	QC	N	
10/05/2023	9081	277	$100	QC	N	
10/08/2019	8178	1218	$100	QC	N	
03/28/2019	8070	995	$100	QC	N	
02/2007	6087	343	$100	CJ	N	

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2024 Certified Roll Exemptions
HOMESTEAD EXEMPTION,WIDOW

Legal Description
LTS 21 TO 25 BLK 58 EAST PENSACOLA PLAT DB 77 P 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR...

Extra Features
WORKSHOP

Parcel Information

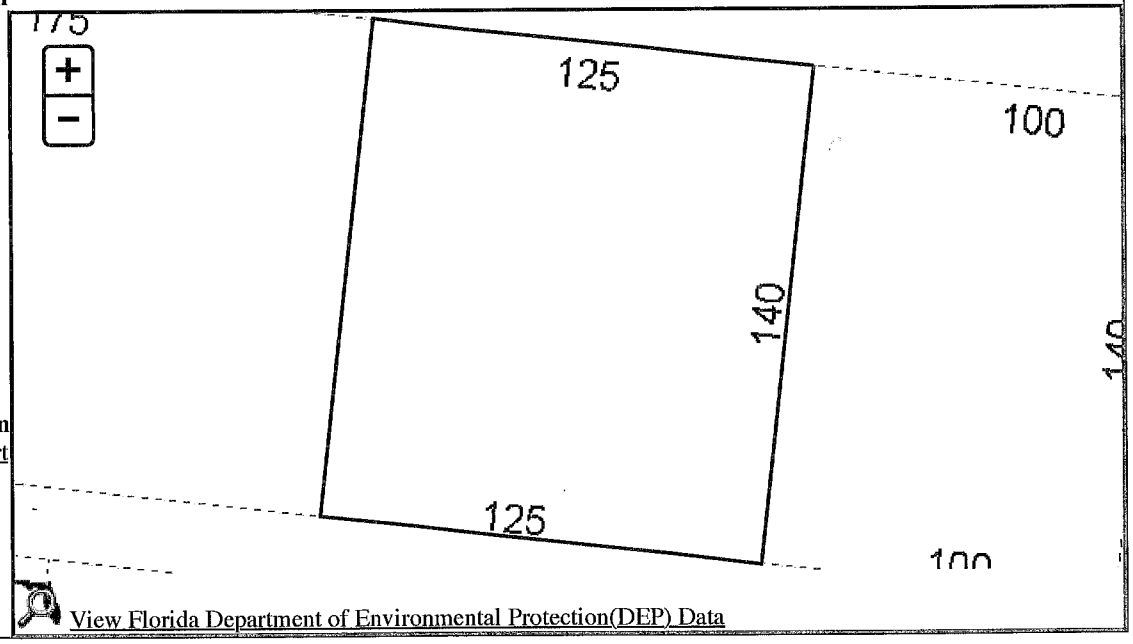
Launch Interactive Map

Section Map Id:
CA004

Approx. Acreage:
0.4017

Zoned:
R-1AAA

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

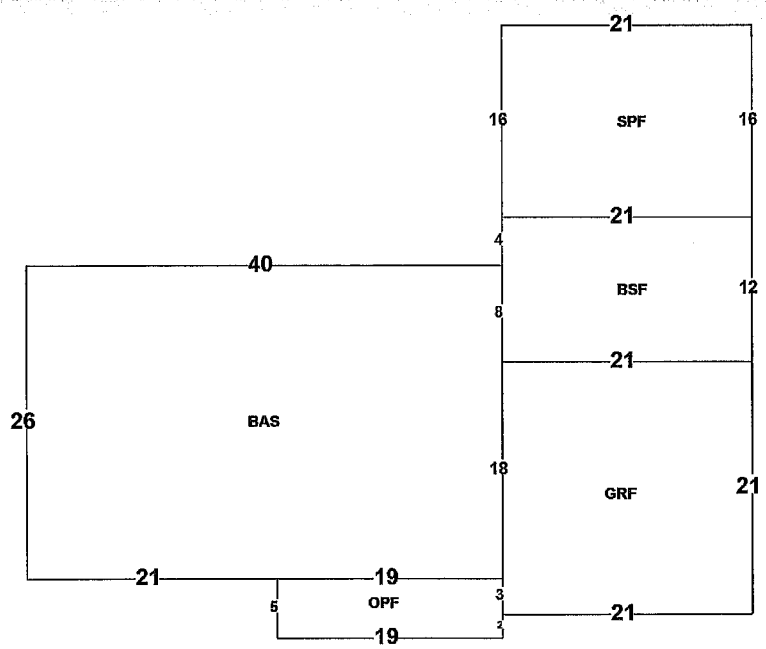
Address:2907 E LEE ST, Improvement Type: SINGLE FAMILY, Year Built: 1958, Effective Year: 1958, PA Building ID#: 42839

Structural Elements

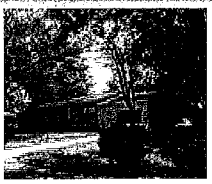
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*HARDWOOD*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*5*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 2164 Total SF

BASE AREA - *1040*
BASE SEMI FIN - *252*
GARAGE FIN - *441*
OPEN PORCH FIN - *95*
SCRN PORCH FIN - *336*



Images



3/19/2002 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
052S295905021058 - Full Legal Description

LTS 21 TO 25 BLK 58 EAST PENSACOLA PLAT DB 77 P 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

Page 76045 of 1160

MINUTES OF THE PLANNING BOARD
August 12, 2025

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Yee, Board Member Powell Board Member Grundhoefer

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon Assistant Planning & Zoning Manager Harding, Digital Media Specialist Johnston, Development Services Coordinator Statler

STAFF VIRTUAL: Assistant City Attorney Goldsmith

OTHERS PRESENT: Dan Bowen, Anna Schmautz, Bear Pernell, Katarzyna Kurek, Chris Manganello

DRAFT

AGENDA:

- Quorum/Call to Order
- Swearing In Reappointment and Appointment
- Board Election of Officers – Chair and Vice Chair
- Approval of Meeting Minutes from July 8, 2025

New Business:

- Request for Final Aesthetic Review – Whataburger Remodel at 417 E. Gregory Street, Gateway Redevelopment District
- Request for Zoning and Future Land Use Map Amendment for 2907 E. Lee Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:01pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation. All attending board members were sworn in and Chairman Ritz was voted in as acting Chair 5-0 (Vice Chairman Larson motioned and Board Member Grundhoefer seconded), and Vice Chairman Larson was vote in as acting Vice Chairman 5-0 (Board

Member Grundhoefer motioned and Board Member Powell seconded).

Approval of Meeting Minutes – **Board Member Larson made a motion to approve the July 8, 2025, minutes, seconded by Board Member Powell, and it carried 5:0.**

New Business –

Request for Final Aesthetic Review – Whataburger Remodel at 417 E. Gregory Street, Gateway Redevelopment District

Whataburger Real Estate, LLC, is requesting aesthetic approval for a building remodel and expansion. The project includes new exterior finishes, including a new storefront and awnings, and the plans reflect Whataburger's latest brand design. Work will also include the addition of a second drive-through lane and some modification to the parking area. The western curb cut along Gregory Street is being closed per FDOT requirements and is being replaced with landscaping. Additionally, a sidewalk has been added to the southerly right-of-way to connect to the existing sidewalk next door. Although shown on the elevations, signage will be handled through an abbreviated review closer to permitting.

Mr. Pernell and Mr. Manganello presented to the board. Chairman Ritz was aware of the newer designed Whataburger restaurants and believed that the A-frame had its time. He appreciated the cleaner look. He thought it fit within the Gregory Street corridor and Gateway District. Board Member Grundhoefer thought it was an improvement as well and asked about landscaping. Landscaping was being added, especially along Gregory Street, adjacent to the parking lot and where the curb cut was being closed. The Gateway Redevelopment District does discourage bright colors, but the board understood that the color was a part of the restaurant's branding. Board Member Grundhoefer asked who will review the signs and staff answered that signage will be reviewed through an abbreviated review by Assistant Planning & Division Manager Harding and Chairman Ritz. Board Member Powell agreed that the proposed design was an improvement and fit better than the original design. Board Member Yee also liked the design and understood that the evolution of the restaurant's brand was driving the changes.

Vice Chairperson Larson made the motion to approve as presented, seconded by Board Member Powell, and it carried 5:0.

Request for Zoning and Future Land Use Map Amendment for 2907 E. Lee

Carmen Lemox, Michael Lewis, and Sharon Smith are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 2907 E. Lee Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1AA, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential. The property measures 125' wide and 140' deep and is 17,500 square feet in area. Under the current R-1AAA zone, it cannot be divided. If the rezoning application is successful, it is the applicants' desire to redevelop the property for residential uses. Under the proposed R-1AA zoning district, the parcel could accommodate three new lots for single-family residential use. A zoning analysis comparing R-1AAA and R-1AA standards, along with their highest possible uses for 2907 E. Lee Street, is included.

Mr. Lewis presented to the board and specified that the property is an inheritance from his mother to him and his three siblings and that his mother's will specified that the property

DRAFT

was to be sold. They would like to rezone the property so that it can be divided.
Chairman Ritz clarified that the subject property was eligible for a rezoning since it was contiguous to a R-1AA zone. The board always considered what could happen if a property was rezoned, so they try to consider the "worst-case scenario" development-wise and according to what the Land Development Code would allow. The heaviest use of the property would be three 41' wide lots with single-family home each with an accessory dwelling unit. The question was whether lots of that size and the possible density would be appropriate there. Board Member Yee noted that some of the properties to the east and within R-1AAA were on very narrow lots and were most likely existing nonconforming. The smaller lots to the east alleviated his concerns since smaller lots already existed in the area and in both districts. Board Member Grundhoefer asked if the item was properly noticed and it was. Mr. Lewis spoke to a number of his neighbors and received no opposition. Staff clarified that the application was noticed in the PNJ, by sign, and by postcards to all neighbors within 500'. Planning Board's recommendation would be sent to City Council's September 11 meeting. The lots to the south of the subject property have been zoned R-1AA for a long time. Board Member Powell thought that this type of application addressed the city's needs for additional housing and that a rezoning would be appropriate since it was adjacent to R-1AA and since there were smaller lots nearby in both R-1AA and R-1AAA. She liked what could be developed there and didn't think the impact would be negative. Board Member Ritz agreed that this type of application does address the city's housing needs, which is often discussed by the Affordable Housing Taskforce.
Board Member Powell made the motion to recommend approval, seconded by Board Member Larson, and it carried 5:0.

Open Forum – none

Discussion
A brief update regarding the Land Development Code rewrite was given. There will be an LDC public workshop on Monday, October 13 at 5:30pm and an LDC open house on Tuesday, October 14 at 8:00am.

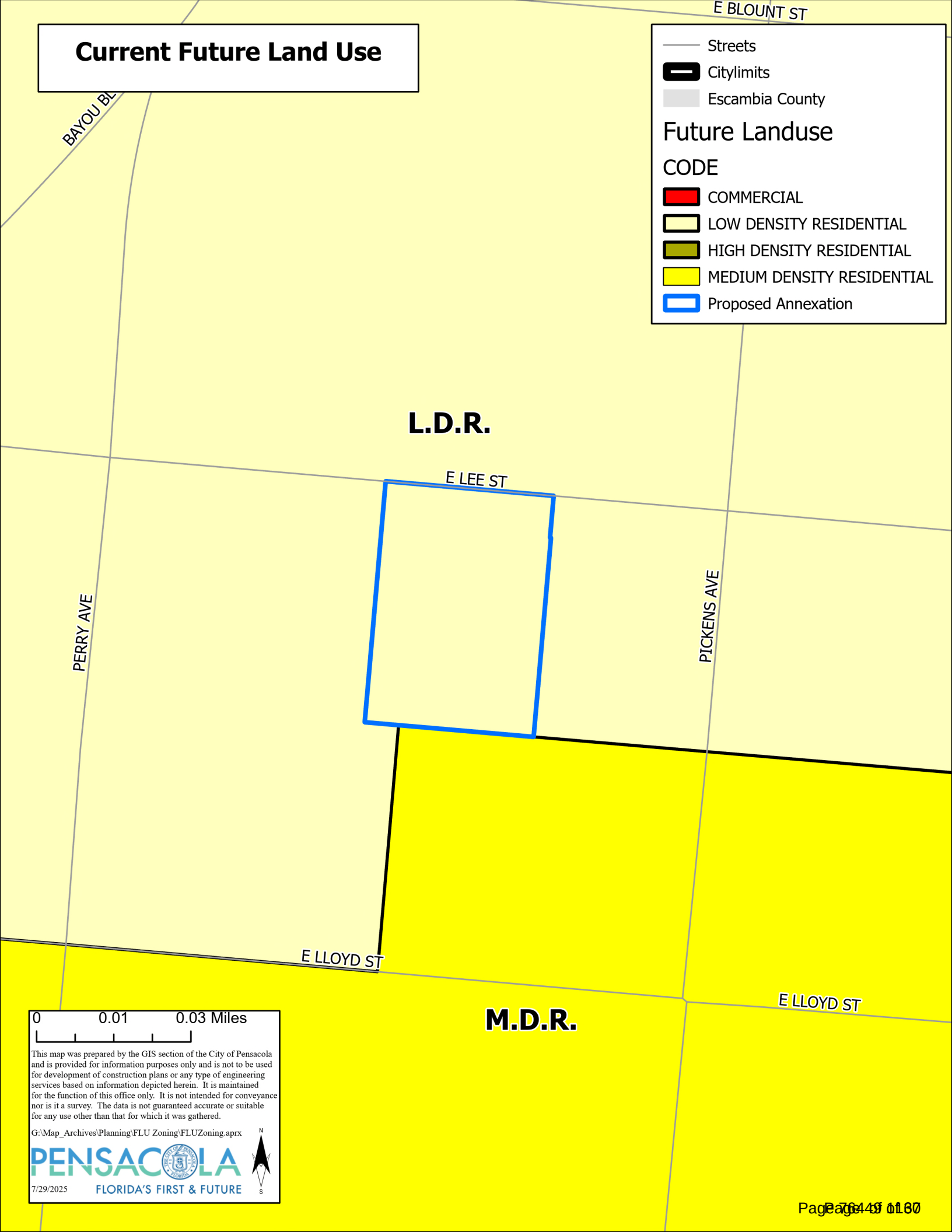
Adjournment – With no further business, the Board adjourned at 2:53 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

DRAFT

Current Future Land Use



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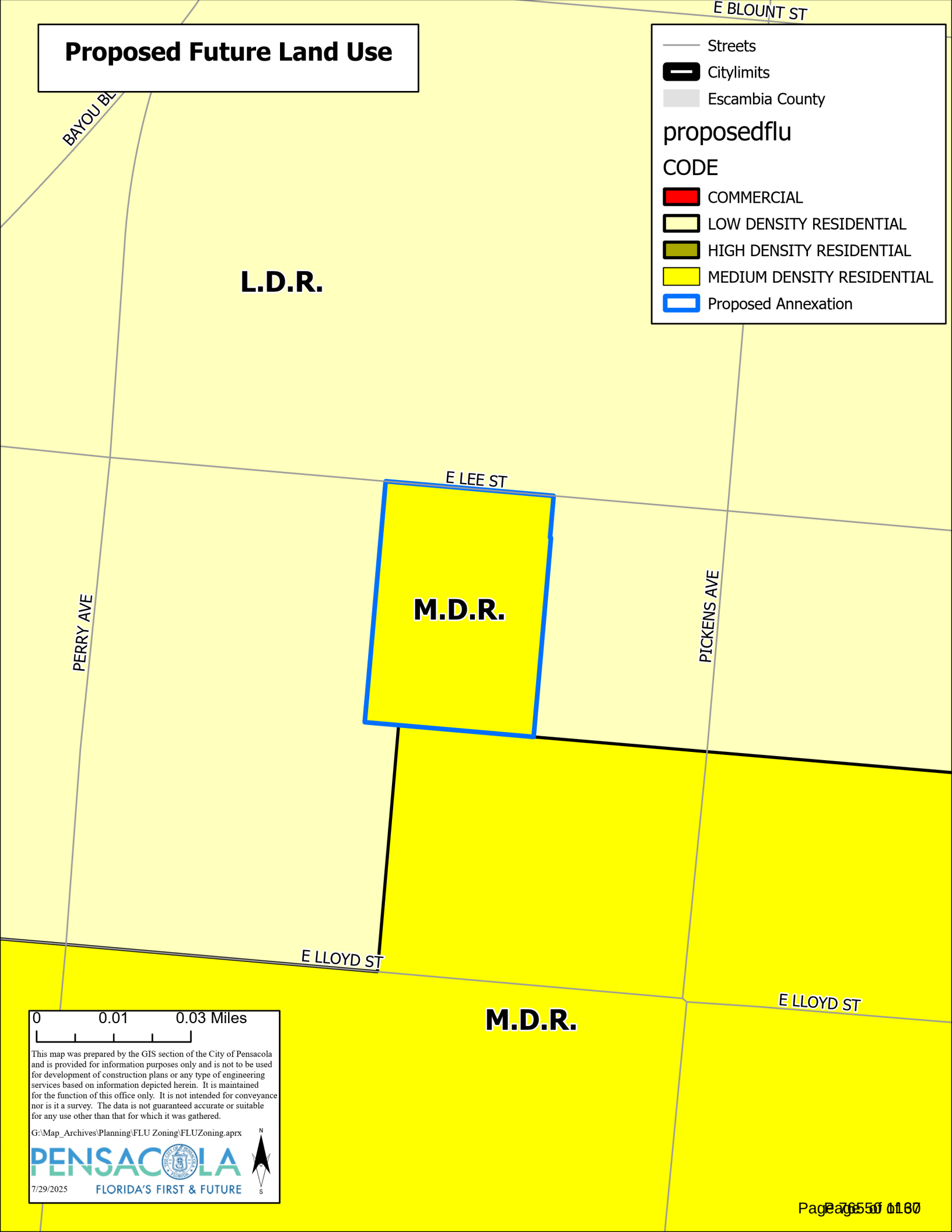
PENSACOLA
FLORIDA'S FIRST & FUTURE

7/29/2025


Proposed Future Land Use
Streets
Citylimits
Escambia County
proposedflu
CODE
COMMERCIAL
LOW DENSITY RESIDENTIAL
HIGH DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
Proposed Annexation
E BLOUNT ST
BAYOU BL
L.D.R.
E LEE ST
M.D.R.
PERRY AVE
PICKENS AVE
E LLOYD ST
E LLOYD ST
M.D.R.
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PENSACOLA
FLORIDA'S FIRST & FUTURE
7/29/2025

File #: 25-1099 City Council 9/11/2025

ORDINANCE

SPONSOR: Jared Moore, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 17-25 - ZONING MAP AMENDMENT - 2907 EAST LEE STREET

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 17-25 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, FLORIDA; AMENDING THE ZONING MAP 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.

Carmen Lemox, Michael Lewis, and Sharon Smith are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 2907 East Lee Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1AA, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential.

On August 12, 2025, the Planning Board voted 5:0 to recommend approval of the request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/12/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Division Manager
Gregg Harding, Assistant Planning and Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 17-25
2. 2907 E. Lee Street Maps
3. Business Impact Estimate
4. Application_2907 E. Leee Street
5. DRAFT Planning Board Minutes August 12, 2025
6. Current Zoning
7. Proposed Zoning

PRESENTATION: No

PROPOSED
ORDINANCE NO. 17-25

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 amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on September 11, 2025, concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

Parcel ID: 052S295905021058; Situs: 2907 E. Lee Street, Pensacola, FL 32503

shall be amended such that the above-described property's zoning classification is hereby changed from "R-1AAA," Single-Family Zoning District to "R-1AA," One- and

Two-Family Zoning District.

SECTION 2. If any word, phrase, clause, paragraph, section, or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

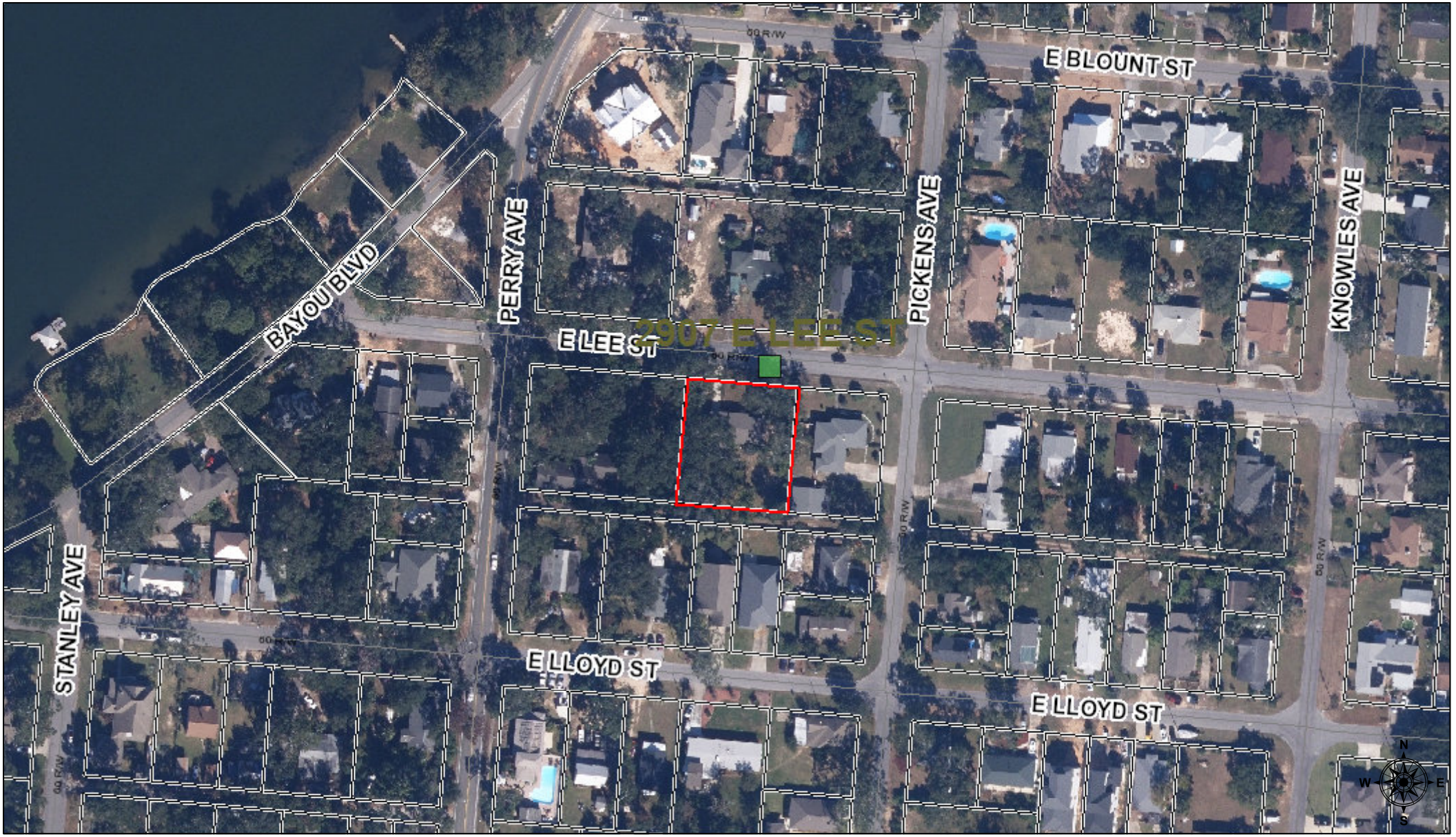
Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

GoMaps



July 31, 2025

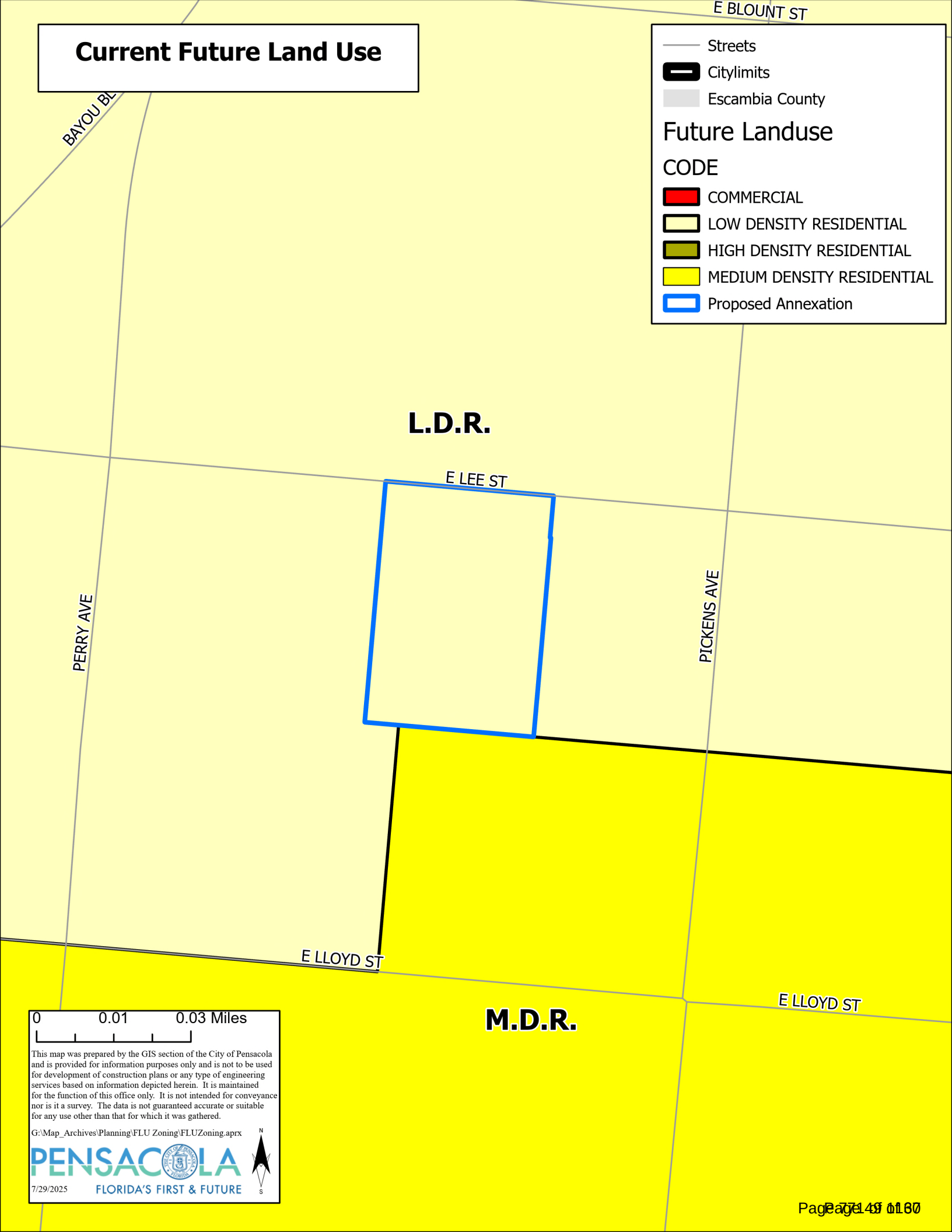
1:2,065

0 0.007 5 0.015 0.03 mi

0 0.012 5 0.025 0.05 km

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 should be consulted for verification of the information contained on this map. The county and mapping company assume no legal responsibility for the information contained on this map.
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Current Future Land Use



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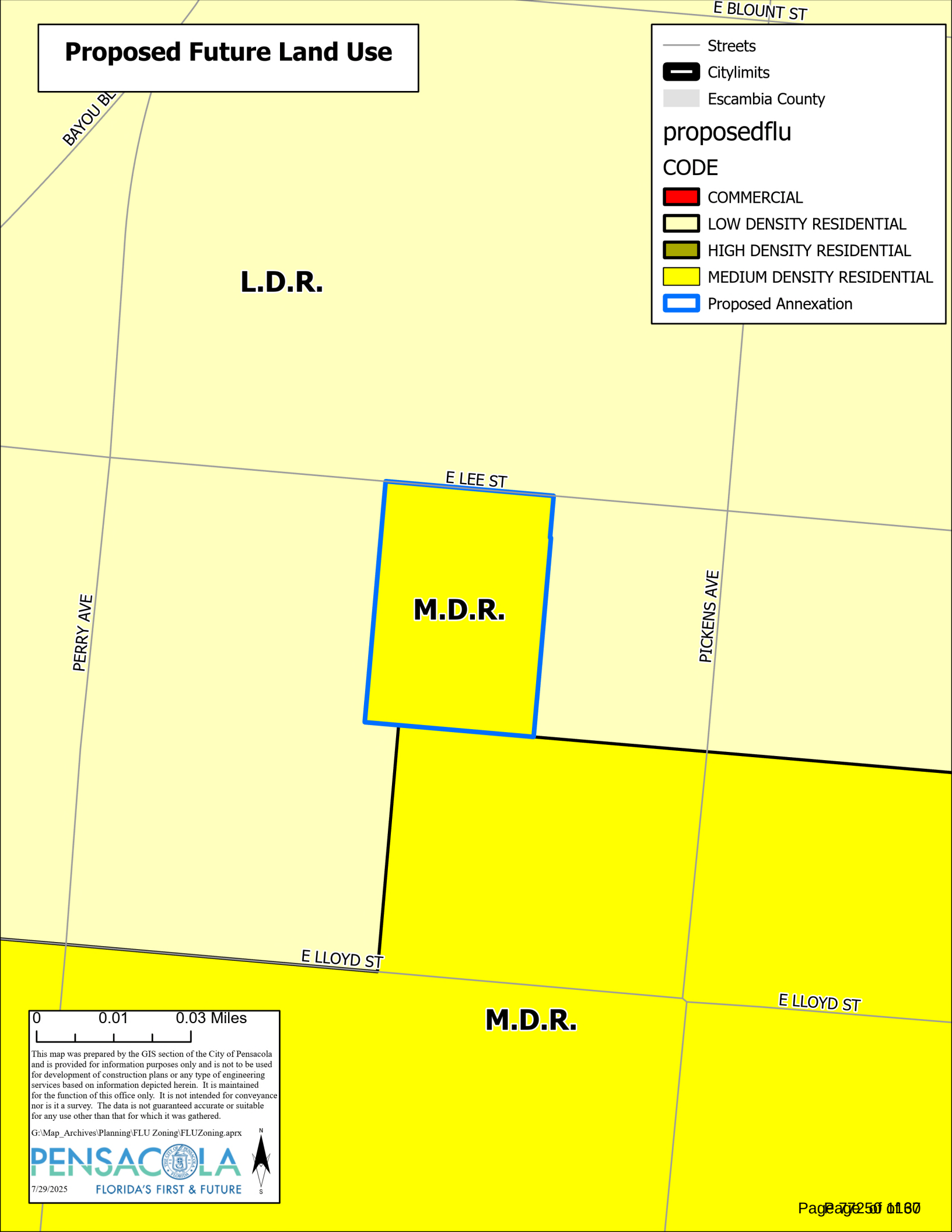
PENSACOLA
FLORIDA'S FIRST & FUTURE

7/29/2025


Proposed Future Land Use
Streets
Citylimits
Escambia County
proposedflu
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COMMERCIAL
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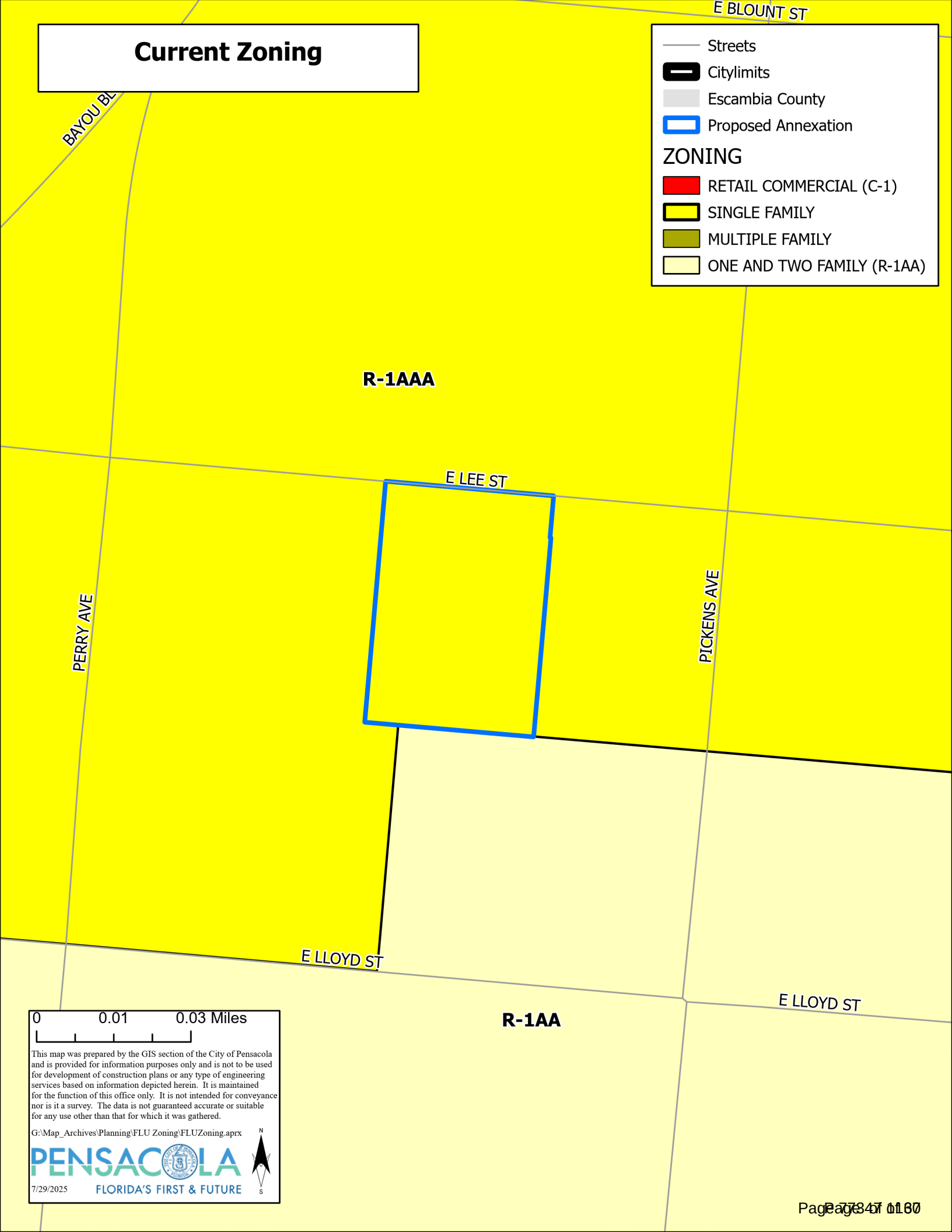
FLORIDA'S FIRST & FUTURE
7/29/2025


Current Zoning
Streets
Citylimits
Escambia County
Proposed Annexation
ZONING
RETAIL COMMERCIAL (C-1)
SINGLE FAMILY
MULTIPLE FAMILY
ONE AND TWO FAMILY (R-1AA)
E BLOUNT ST
BAYOU BL
R-1AAA
E LEE ST
PERRY AVE
PICKENS AVE
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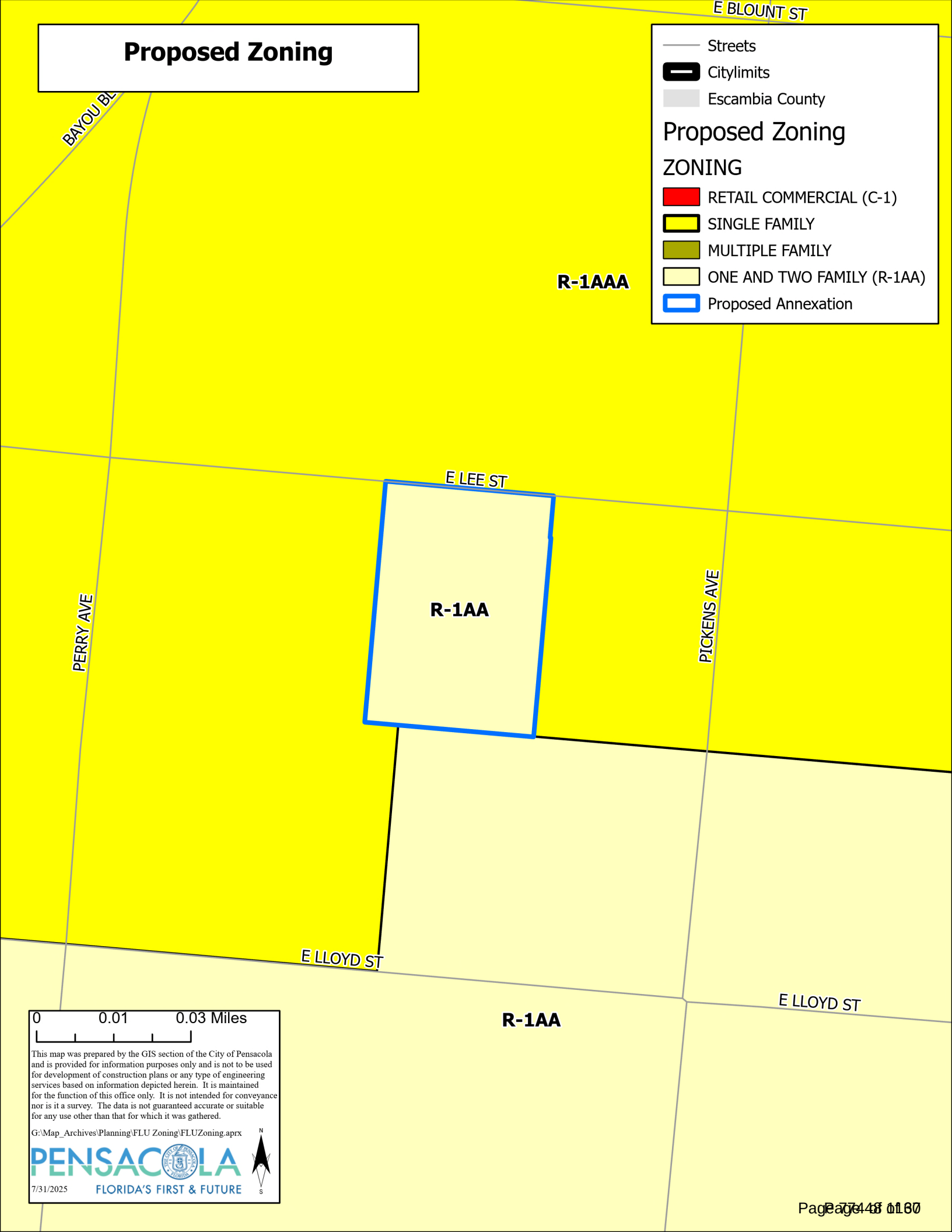
Proposed Zoning
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PENSACOLA
FLORIDA'S FIRST & FUTURE
7/31/2025

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. 17-25. 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):

That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

shall be amended such that the above-described property's zoning classification is hereby changed from "R-1AAA," Single-Family Zoning District to "R-1AA," One- and Two-Family Zoning District.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The proposed ordinance would amend the zoning map for a currently developed privately-owned parcel and would not have an adverse economic impact on a private, for-profit business in the city.

REZONING

Please check application type:

	Comprehensive Plan / FLUM Amendment	
☐ **Conventional Rezoning**	☒ **(< 10 acres)**	☐ **(≥ 10 acres)**
Application Fee: $2,500.00	*$3,500.00*	*$3,500.00*
Rehearing/Rescheduling (Planning Board): $250.00	*$250.00*	*$250.00*
Rehearing/Rescheduling (City Council): $750.00	*$750.00*	*$1,000.00*

Applicant Information:

Name: Carmen A. Lemox Date: 7/9/25

Address: 2907 E. Lee St. Pensacola, FL 32503

Phone: 850 529 0748 Fax: _____ Email: cal2252@gmail.com

Property Information:

Owner Name: Carmen A. Lemox Phone: 850 529 0748

Location/Address: 2907 E. Lee St. Pensacola, FL 32503

Parcel ID: 05-25-29-5905-021-058 Acres/Square Feet: .4017

Zoning Classification: Existing R-1AAA Proposed R-1AA

Future Land Use Classification: Existing Low Density-Res Proposed Medium Density Res

Reason Rezoning Requested: Redevelopment of Property

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☒ No Is not an HOA

Is a survey being required by Development Services? ☐ Yes ☒ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 10 day of July, 2025.

Carmen A Lemox
Applicant Signature

Carmen A. Lemox
Owner Signature

Carmen A. Lemox
Applicant Name (Print)

Carmen A. Lemox
Owner Name (Print)

SAMUEL MAYO
Notary Public
State of Florida
Comm# HH686366
Expires 6/10/2029

Sworn to and subscribed to before me this 10 day of July, 2025

Name: Samuel Mayo Commission Expires: 6/10/2029

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

REZONING

Please check application type:

	Comprehensive Plan / FLUM Amendment	
☐ **Conventional Rezoning**	☒ **(< 10 acres)**	☐ **(≥ 10 acres)**
Application Fee: $2,500.00	*$3,500.00*	*$3,500.00*
Rehearing/Rescheduling (Planning Board): $250.00	*$250.00*	*$250.00*
Rehearing/Rescheduling (City Council): $750.00	*$750.00*	*$1,000.00*

Applicant Information:

Name: MICHAEL F. LEWIS Date: 7/10/25

Address: P.O. Box 6132 Gulf Breeze FL 32563

Phone: 850 723 7665 Fax: — Email: mfrancislewis26@gmail.com

Property Information:

Owner Name: Michael F Lewis, Sharon D Lewis, Carmen Lewis Phone: _____

Location/Address: 2907 E. Lee Street Pensacola FL 32503

Parcel ID: 05-2S-29-5905-021-058 Acres/Square Feet: .4017

Zoning Classification: Existing R-1AAA Proposed R-1AA

Future Land Use Classification: Existing Low Density-Res Proposed Medium Density-Res

Reason Rezoning Requested: Redevelopment of Property

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☒ No IS NOT HOA

Is a survey being required by Development Services? ☐ Yes ☒ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 10 day of July, 2025.

Michael F Lewis
Applicant Signature

Michael F Lewis
Owner Signature

Michael F Lewis
Applicant Name (Print)

Michael F Lewis, Executor signing for all owners
Owner Name (Print)

Sworn to and subscribed to before me this 10 day of July, 2025

Name: Samuel Mayo

Commission Expires: 6/10/2029

SAMUEL MAYO
Notary Public
State of Florida
Comm# HH686366
Expires 6/10/2029

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Please check application type:

	Comprehensive Plan / FLUM Amendment		
☐ **Conventional Rezoning**	☒ **(< 10 acres)**	☐ **(≥ 10 acres)**	
Application Fee: $2,500.00	*$3,500.00*	*$3,500.00*	
Rehearing/Rescheduling (Planning Board): $250.00	*$250.00*	*$250.00*	
Rehearing/Rescheduling (City Council): $750.00	*$750.00*	*$1,000.00*	

Applicant Information:

Name: SHARON L SMITH Date: 7.9.2025

Address: 2117 FRANKIE Lane Soddy Daisy TN 37379

Phone: 4232600254 Fax: _____ Email: sdlsmith@epbfi.com

Property Information:

Owner Name: SHARON SMITH Phone: 423 2600254

Location/Address: 2907 E LEE STREET PENSACOLA FL 32503

Parcel ID: 05-2S-29-5905-021-058 Acres/Square Feet: .4017

Zoning Classification: Existing R1-AAA Proposed R1-AA

Future Land Use Classification: Existing LOW Density Res Proposed Medium Density

Reason Rezoning Requested: Redevelopment of Property Res

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☒ No

EPH Neighborhood Association is not HOA

Is a survey being required by Development Services? ☐ Yes ☒ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 9th day of July, 2025.

Sharon Smith
Applicant Signature

Sharon Smith
Owner Signature

SHARON L SMITH
Applicant Name (Print)

SHARON L SMITH
Owner Name (Print)

ALEISHA BELCHER
STATE OF TENNESSEE
NOTARY PUBLIC
HAMILTON COUNTY

Sworn to and subscribed to before me this 9th day of July, 2025

Name: Aleisha Belcher Commission Expires: 05/24/2028

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Untitled project
Saved to Google Drive
File Edit View Add Tools Help
Search Google Earth
Slideshow
Share
Map contents
2907 E Lee St
2907 E Lee St
Heights Baptist Church
East Pensacola Heights Lions Park
Google 100% Data attribution 12/18/2022
100 m
Camera: 1,542 m 30°26'61"N 87°10'55"W 13 m

July 10, 2025

1:1,129

0 0.01 0.01 0.03 mi

Override 1

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Parcel ID: 052S295905021058
Account: 013400000
Owners: LEWIS HELEN LIFE EST
LEMOX CARMEN A & LEWIS MICHAEL F & SMITH SHARON D
Mail: 2907 E LEE ST
PENSACOLA, FL 32503
Situs: 2907 E LEE ST 32503
Use Code: SINGLE FAMILY RESID
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	*Cap Val*
2024	$199,477	$122,468	$321,945	$78,716
2023	$157,482	$116,043	$273,525	$76,424
2022	$141,734	$103,781	$245,515	$74,199

Disclaimer

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data **Type List:**

Sale Date	Book	Page	Value	Type	Multi Parcel	Records
07/17/2024	9176	988	$100	QC	N	
10/05/2023	9081	277	$100	QC	N	
10/08/2019	8178	1218	$100	QC	N	
03/28/2019	8070	995	$100	QC	N	
02/2007	6087	343	$100	CJ	N	

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2024 Certified Roll Exemptions
HOMESTEAD EXEMPTION,WIDOW

Legal Description
LTS 21 TO 25 BLK 58 EAST PENSACOLA PLAT DB 77 P 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR...

Extra Features
WORKSHOP

Parcel Information

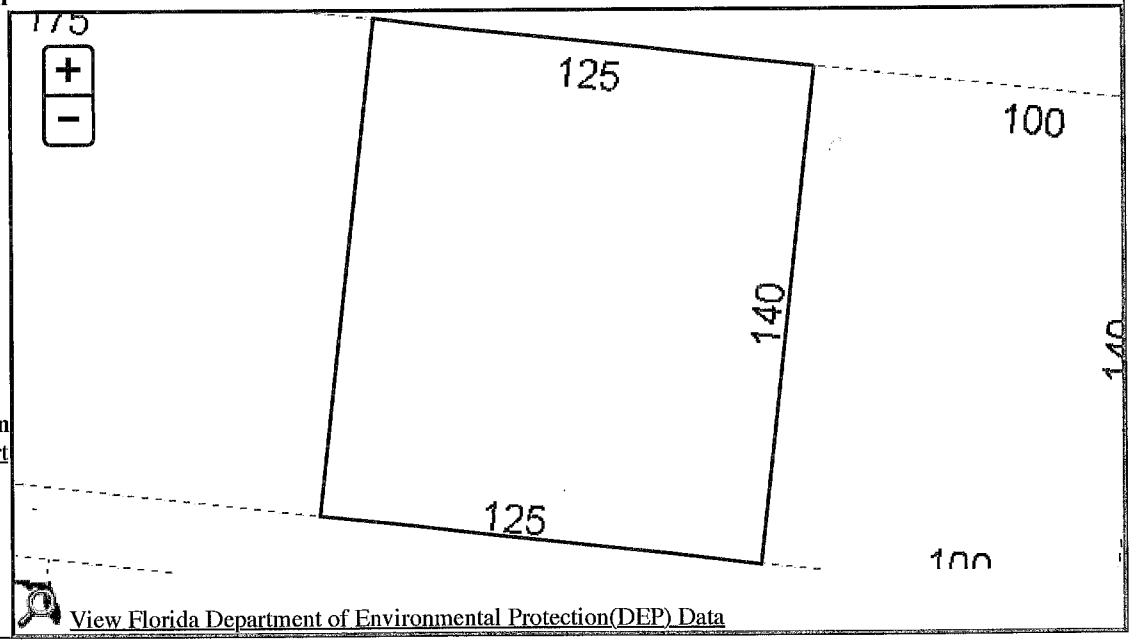
Launch Interactive Map

Section Map Id:
CA004

Approx. Acreage:
0.4017

Zoned:
R-1AAA

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

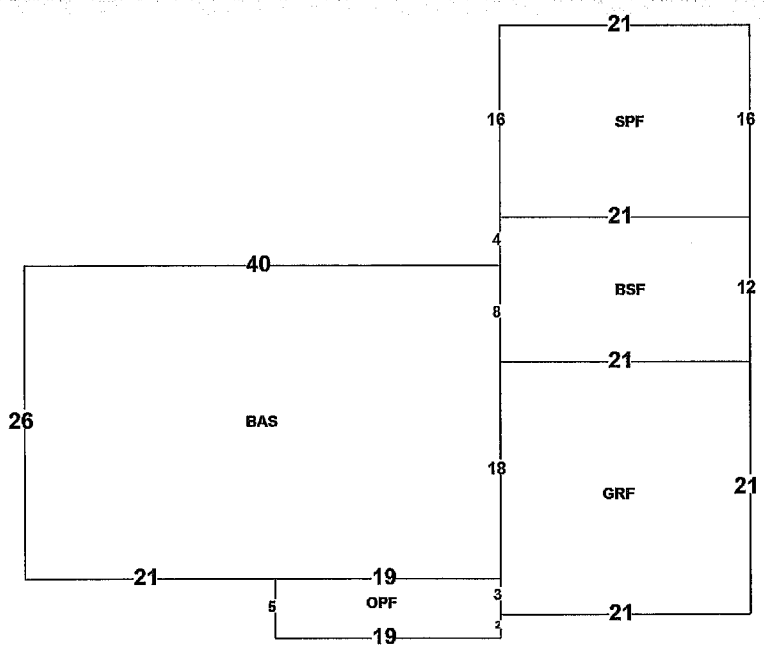
Address:2907 E LEE ST, Improvement Type: SINGLE FAMILY, Year Built: 1958, Effective Year: 1958, PA Building ID#: 42839

Structural Elements

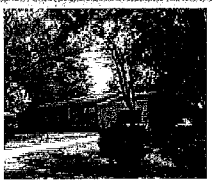
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*HARDWOOD*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*5*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 2164 Total SF

BASE AREA - *1040*
BASE SEMI FIN - *252*
GARAGE FIN - *441*
OPEN PORCH FIN - *95*
SCRN PORCH FIN - *336*



Images



3/19/2002 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
052S295905021058 - Full Legal Description

LTS 21 TO 25 BLK 58 EAST PENSACOLA PLAT DB 77 P 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

Page 78545 of 1160

MINUTES OF THE PLANNING BOARD
August 12, 2025

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Yee, Board Member Powell Board Member Grundhoefer

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon Assistant Planning & Zoning Manager Harding, Digital Media Specialist Johnston, Development Services Coordinator Statler

STAFF VIRTUAL: Assistant City Attorney Goldsmith

OTHERS PRESENT: Dan Bowen, Anna Schmautz, Bear Pernell, Katarzyna Kurek, Chris Manganello

DRAFT

AGENDA:

- Quorum/Call to Order
- Swearing In Reappointment and Appointment
- Board Election of Officers – Chair and Vice Chair
- Approval of Meeting Minutes from July 8, 2025

New Business:

- Request for Final Aesthetic Review – Whataburger Remodel at 417 E. Gregory Street, Gateway Redevelopment District
- Request for Zoning and Future Land Use Map Amendment for 2907 E. Lee Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:01pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation. All attending board members were sworn in and Chairman Ritz was voted in as acting Chair 5-0 (Vice Chairman Larson motioned and Board Member Grundhoefer seconded), and Vice Chairman Larson was vote in as acting Vice Chairman 5-0 (Board

Member Grundhoefer motioned and Board Member Powell seconded).

Approval of Meeting Minutes – **Board Member Larson made a motion to approve the July 8, 2025, minutes, seconded by Board Member Powell, and it carried 5:0.**

New Business –

Request for Final Aesthetic Review – Whataburger Remodel at 417 E. Gregory Street, Gateway Redevelopment District

Whataburger Real Estate, LLC, is requesting aesthetic approval for a building remodel and expansion. The project includes new exterior finishes, including a new storefront and awnings, and the plans reflect Whataburger's latest brand design. Work will also include the addition of a second drive-through lane and some modification to the parking area. The western curb cut along Gregory Street is being closed per FDOT requirements and is being replaced with landscaping. Additionally, a sidewalk has been added to the southerly right-of-way to connect to the existing sidewalk next door. Although shown on the elevations, signage will be handled through an abbreviated review closer to permitting.

Mr. Pernell and Mr. Manganello presented to the board. Chairman Ritz was aware of the newer designed Whataburger restaurants and believed that the A-frame had its time. He appreciated the cleaner look. He thought it fit within the Gregory Street corridor and Gateway District. Board Member Grundhoefer thought it was an improvement as well and asked about landscaping. Landscaping was being added, especially along Gregory Street, adjacent to the parking lot and where the curb cut was being closed. The Gateway Redevelopment District does discourage bright colors, but the board understood that the color was a part of the restaurant's branding. Board Member Grundhoefer asked who will review the signs and staff answered that signage will be reviewed through an abbreviated review by Assistant Planning & Division Manager Harding and Chairman Ritz. Board Member Powell agreed that the proposed design was an improvement and fit better than the original design. Board Member Yee also liked the design and understood that the evolution of the restaurant's brand was driving the changes.

Vice Chairperson Larson made the motion to approve as presented, seconded by Board Member Powell, and it carried 5:0.

Request for Zoning and Future Land Use Map Amendment for 2907 E. Lee

Carmen Lemox, Michael Lewis, and Sharon Smith are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 2907 E. Lee Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1AA, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential. The property measures 125' wide and 140' deep and is 17,500 square feet in area. Under the current R-1AAA zone, it cannot be divided. If the rezoning application is successful, it is the applicants' desire to redevelop the property for residential uses. Under the proposed R-1AA zoning district, the parcel could accommodate three new lots for single-family residential use. A zoning analysis comparing R-1AAA and R-1AA standards, along with their highest possible uses for 2907 E. Lee Street, is included.

Mr. Lewis presented to the board and specified that the property is an inheritance from his mother to him and his three siblings and that his mother's will specified that the property

DRAFT

was to be sold. They would like to rezone the property so that it can be divided.
Chairman Ritz clarified that the subject property was eligible for a rezoning since it was contiguous to a R-1AA zone. The board always considered what could happen if a property was rezoned, so they try to consider the "worst-case scenario" development-wise and according to what the Land Development Code would allow. The heaviest use of the property would be three 41' wide lots with single-family home each with an accessory dwelling unit. The question was whether lots of that size and the possible density would be appropriate there. Board Member Yee noted that some of the properties to the east and within R-1AAA were on very narrow lots and were most likely existing nonconforming. The smaller lots to the east alleviated his concerns since smaller lots already existed in the area and in both districts. Board Member Grundhoefer asked if the item was properly noticed and it was. Mr. Lewis spoke to a number of his neighbors and received no opposition. Staff clarified that the application was noticed in the PNJ, by sign, and by postcards to all neighbors within 500'. Planning Board's recommendation would be sent to City Council's September 11 meeting. The lots to the south of the subject property have been zoned R-1AA for a long time. Board Member Powell thought that this type of application addressed the city's needs for additional housing and that a rezoning would be appropriate since it was adjacent to R-1AA and since there were smaller lots nearby in both R-1AA and R-1AAA. She liked what could be developed there and didn't think the impact would be negative. Board Member Ritz agreed that this type of application does address the city's housing needs, which is often discussed by the Affordable Housing Taskforce.
Board Member Powell made the motion to recommend approval, seconded by Board Member Larson, and it carried 5:0.

Open Forum – none

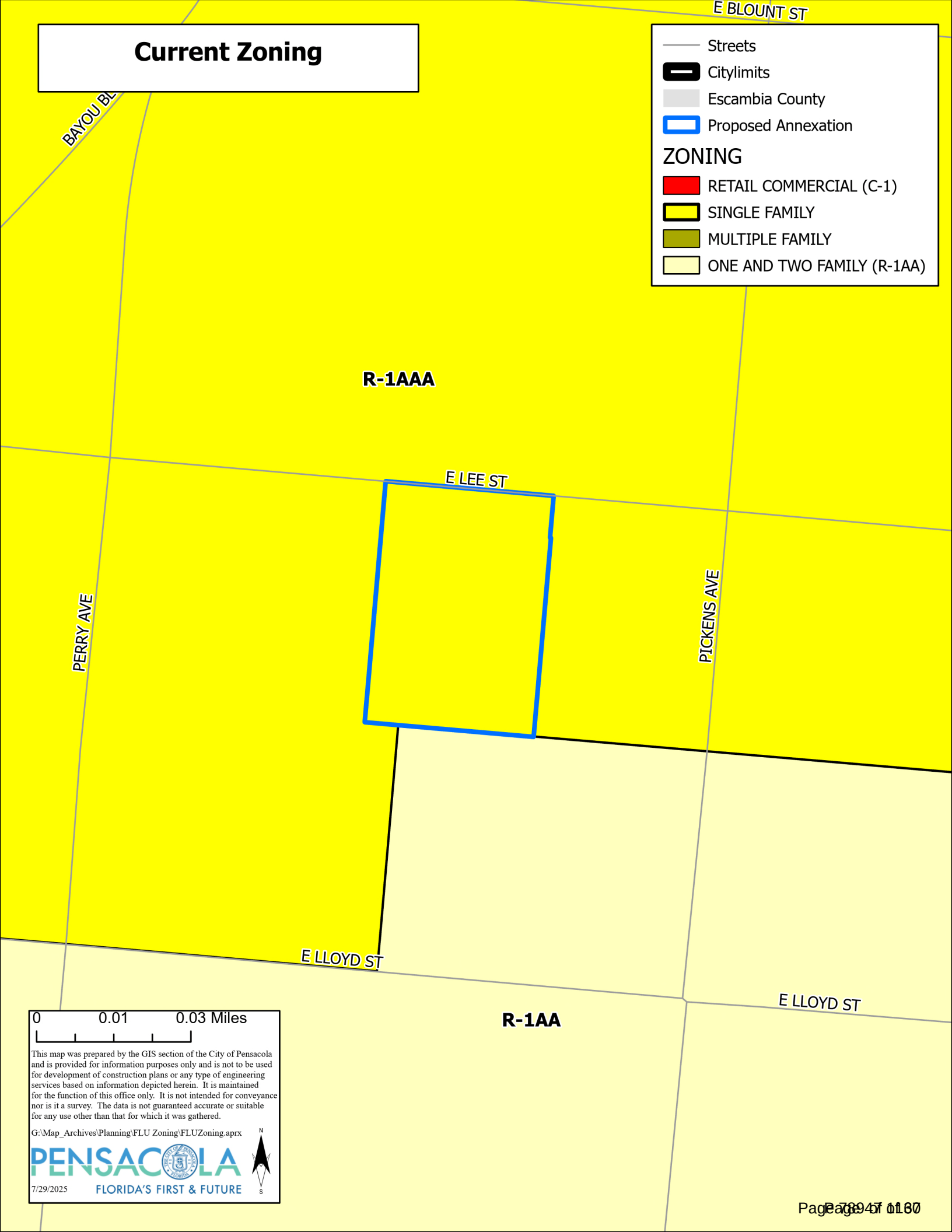
Discussion
A brief update regarding the Land Development Code rewrite was given. There will be an LDC public workshop on Monday, October 13 at 5:30pm and an LDC open house on Tuesday, October 14 at 8:00am.

Adjournment – With no further business, the Board adjourned at 2:53 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

DRAFT


Current Zoning
Streets
Citylimits
Escambia County
Proposed Annexation
ZONING
RETAIL COMMERCIAL (C-1)
SINGLE FAMILY
MULTIPLE FAMILY
ONE AND TWO FAMILY (R-1AA)
E BLOUNT ST
BAYOU BL
R-1AAA
E LEE ST
PERRY AVE
PICKENS AVE
E LLOYD ST
E LLOYD ST
R-1AA
0 0.01 0.03 Miles
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx
PENSACOLA
FLORIDA'S FIRST & FUTURE
7/29/2025
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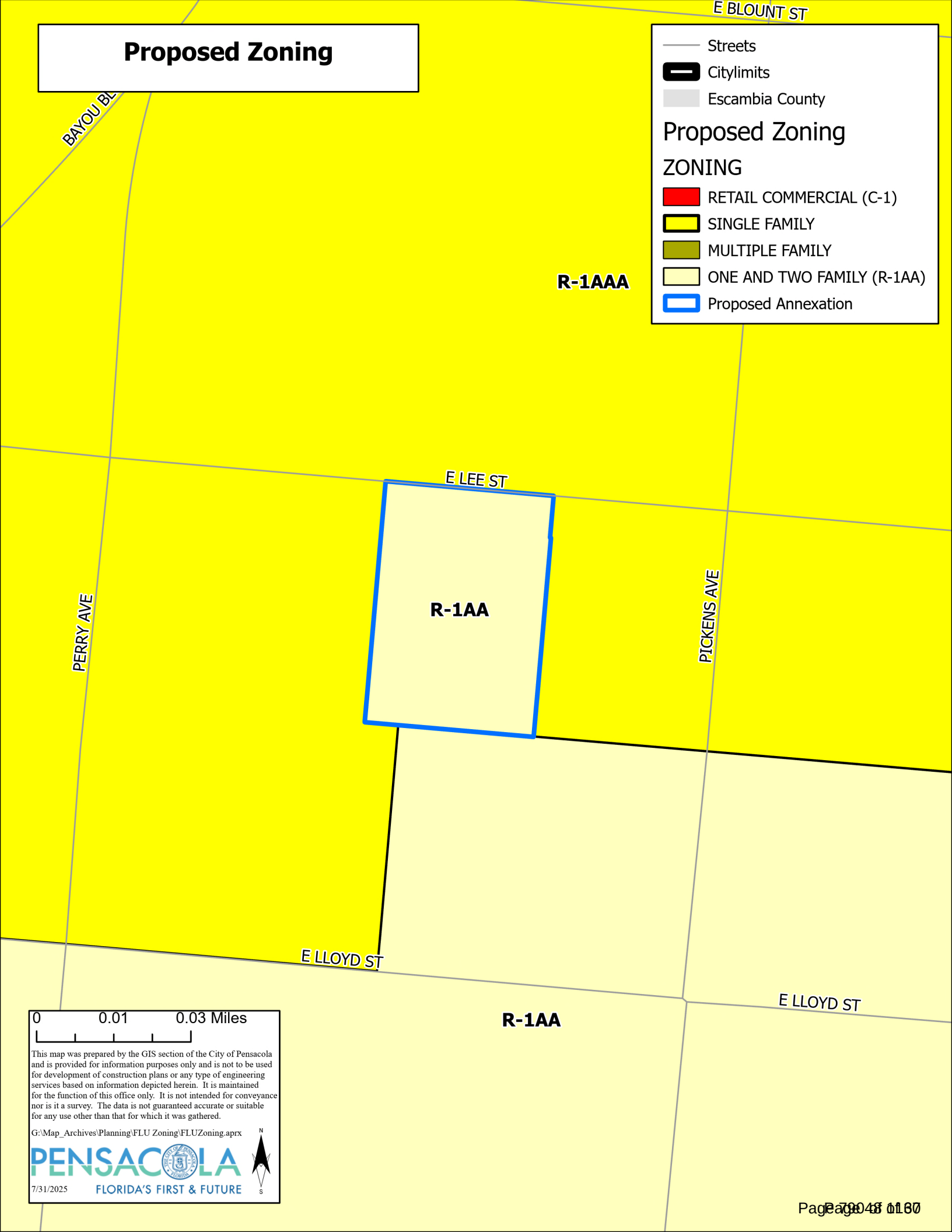
Proposed Zoning
Streets
Citylimits
Escambia County
Proposed Zoning
ZONING
RETAIL COMMERCIAL (C-1)
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S
PENSACOLA
FLORIDA'S FIRST & FUTURE
7/31/2025

File #: 25-960 City Council 9/11/2025

PUBLIC HEARING

SPONSOR: DC Reeves, Mayor

SUBJECT:

PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE – CHAPTER 12-7. SUBDIVISIONS

RECOMMENDATION:

That City Council conduct a public hearing on September 11, 2025, to consider the proposed amendment to Chapter 12-7 of the City's Land Development Code pertaining to the Subdivision approval process.

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.

In June 2025, the Florida Legislature passed Senate Bill 784 which amends FS 177.071 to streamline the process for reviewing and approving subdivision plats for local governments. FS 177.071 now states that a subdivision plat or replat application must be administratively reviewed and approved without further action by local governing bodies. It also requires local governments to designate an authority to process these applications and establishes specific timelines for review and approval.

Pursuant to SB 784, City Staff has prepared an amendment to Section 12-7-3 Procedure for subdivision approval, Section 12-7-4 Design Standards, Section 12-7-6 Sites for public use, and Section 12-7-10 Final approval of the Land Development Code.

PRIOR ACTION:

On July 8, 2025, the Planning Board voted 5:0 to approve the Land Development Code Amendment.

FUNDING:

None

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/8/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 13-25
2. Proposed Ordinance No. 13-25 Business Impact Estimate
3. DRAFT Planning Board Minutes - 07.08.2025
4. PROOF OF PUBLICATION

PRESENTATION: No

PROPOSED
ORDINANCE NO. 13-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING TITLE XII - LAND DEVELOPMENT CODE; AMENDING CHAPTER 12-7, SUBDIVISIONS; TO PROVIDE FOR THE ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS AND TO DESIGNATE AN "ADMINISTRATIVE AUTHORITY" AND AN "ADMINISTRATIVE OFFICIAL" IN ACCORDANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 2025-164, Laws of Florida, Senate Bill No. 784, required local governments to review, process, and approve plats or replat submittals without action or approval by the governing body through an administrative authority and official designated by ordinance; and

WHEREAS, the City Council has determined that it is in the public interest to adopt the proposed amendments to the Code of Ordinances, and the proposed amendments are in compliance with section 177.071, 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 ~~strikethrough~~ and underline format in Section 1, Section 2, Section 3, and Section 4.

SECTION 1. AMENDMENTS TO SECTION 12-7-3, PROCEDURE FOR SUBDIVISION APPROVAL.

Section 12-7-3 of the Code of the City of Pensacola, Florida, Procedure for Subdivision Approval, is hereby amended to read as follows:

Sec. 12-7-3. Procedure for subdivision approval.

(a) *Procedure for subdivision requiring a plat.*

(1) In accordance with the requirements of F.S. 177.071, the public works and engineering department is hereby designated as the "administrative authority" responsible for receiving, reviewing, and processing plat or replat submittals. Additionally, the city engineer is hereby designated as the "administrative

official" responsible for approving, approving with conditions, or denying the proposed plat or replat.

(2) *Approval of preliminary plat ~~by the planning board~~.*

a. Any person desiring to divide land into three or more lots shall first file with the ~~planning services~~public works and engineering department an application and a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-7-8 and F.S. § 472.027.

b. Accompanying the application and preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities that serve or influence it. On such sketch map shall show, the main traffic arteries, shopping centers, schools, parks, and playgrounds within one quarter of a mile.

c. Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.

d. A master drainage plan at a scale not smaller than one inch equals 200 feet, shall be provided. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements, including, but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for in the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.

~~e. The preliminary plat shall be submitted to the planning services department at least 30 calendar days prior to the meeting at which it is to be considered.~~

~~f~~e. Prior to the examination of the preliminary plat, the ~~planning board~~public works and engineering department shall be furnished with reports from the city engineer, the city traffic engineer, Pensacola Energy, Emerald Coast Utilities Authority, and fire department~~, and the secretary to the planning board~~ to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.

~~g~~f. When, after examination, the ~~planning board~~public works and engineering department finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall

not constitute an approval of the final plat. If the preliminary plat is rejected, the ~~planning board~~public works and engineering department shall provide the applicant in writing a detailed list of reasons for rejection. The applicant shall resubmit revised documents to the ~~planning services~~public works and engineering department with a review fee to obtain approval according to the process in this chapter.

(~~2~~3) *Approval of final plat ~~by the planning board and city council~~.*

a. The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat that he or she proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (365 days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the applicant must resubmit to the ~~planning services~~public works and engineering department a new application, new application fee, and revised documentation to begin the process in this chapter.

b. The final plat and release for construction plans shall be submitted to the ~~planning services~~public works and engineering department ~~at least 30 calendar days prior to the meeting of the planning board at which it is to be considered~~. Before granting final approval of the plat, the ~~planning board~~ public works and engineering department shall receive reports from ~~the secretary to the planning board,~~ the city engineer, the city traffic engineer, Pensacola Energy, Emerald Coast Utilities Authority and the fire department.

~~c. After approval by the planning board, the final plat shall be transmitted to the city council for approval. Approval of the plat shall be granted by the city council upon its finding that all the requirements of this chapter have been met.~~

(b) *Procedure for division of land requiring a boundary survey.*

(1) A division of land into no more than two lots fronting on an existing public street, or an access easement not involving any new street or road, or the extension of governmental facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provision of this Code or the comprehensive plan, may be reviewed and approved by the city engineer and ~~planning services~~public works and engineering department.

(2) *Submission requirements.*

a. Any person desiring to divide land into no more than two lots shall first submit a metes and bounds description and a boundary survey (equal to that required by F.S. § 472.027, pertaining to the Standards of Practice for surveys) to the ~~planning services~~public works and engineering department. The boundary survey shall depict all information required by sections 12-7-8(1) through (11).

b. If an access easement is required for the subdivision, this document shall be attached to the boundary survey.

c. Prior to development of residential properties, the owner or owner's agent shall provide a proposed lot grading and erosion control plan. The plan shall be to scale and must demonstrate that the flow of stormwater surface drainage from the development is diverted to a storm sewer conveyance or other approved point of collection that does not create a hazard. The grading plan should clearly exhibit that the proposed development neither creates nor exacerbates flooding on any adjacent properties. Commercial properties shall fall under the subdivision language of the Land Development Code and comply with all stormwater drainage requirements set forth therein.

d. The ~~planning services~~public works and engineering department shall notify the applicant of the approval or disapproval of the metes and bounds description or the boundary survey within ten working days from submission.

e. If the metes and bounds description or the boundary survey is rejected, the ~~planning services~~public works and engineering department shall provide the applicant, in writing, a detailed list of the reasons for the rejection.

f. The applicant shall resubmit revised documents to the ~~planning services~~public works and engineering department with a review fee and begin the process set forth at section 12-7-3(b) of this chapter.

(~~3~~4) *Final approval.*

a. After the survey has been approved by city staff one copy of the survey shall be filed with the ~~planning services~~public works and engineering department. In addition, one copy each of any applicable recorded access easements shall be filed with the ~~planning services~~public works and engineering department.

b. No building permit shall be issued until the survey has been approved by city staff and any accompanying documentation has been filed in accordance with section 12-7-3(b)(3)a.

SECTION 2. AMENDMENTS TO SECTION 12-7-4, DESIGN STANDARDS.

Section 12-7-4 of the Code of the City of Pensacola, Florida, Design Standards, is hereby amended to read as follows:

Sec. 12-7-4. Design standards.

Land that the ~~planning board~~public works and engineering department has found to be unsuitable for subdivision due to flooding, bad drainage, or other features likely to be harmful to the health, safety and general welfare of future residents, shall not be subdivided, unless adequate methods of correction are formulated by the developer and

approved by the city engineer. Appendix A, at the end of this chapter, illustrates selected design standards described herein.

(1) *Streets.*

a. Wherever a tract or parcel to be subdivided embraces any part of a street designated in the comprehensive plan, such part shall be platted in the location and width indicated on such plan.

b. The arrangement, character, extent, width, grade, and location of all streets shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, in their appropriate relation to the proposed uses of the land to be served by such streets and the most advantageous development of the surrounding neighborhood.

c. Where such is not shown in the comprehensive plan, the arrangement of streets in a subdivision shall either:

1. Provide for the continuation or appropriate projection of existing principal streets in surrounding areas; or

2. Conform to a plan for the neighborhood approved or adopted by the ~~planning board~~public works and engineering department.

d. Minor streets shall be so laid out that their use by through traffic will be discouraged.

e. Where a subdivision abuts or contains an existing or proposed arterial street, the ~~planning board~~public works and engineering department may require marginal access streets, reverse frontage with screen planting contained in a nonaccess reservation along the rear property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic. Residential and nonresidential subdivisions located along arterial streets shall be encouraged to provide consolidated access points for all uses within the subdivision.

f. Where a subdivision borders on or contains a railroad right-of-way or limited access highway (super highway) right-of-way, the ~~planning board~~public works and engineering department may require a street approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate use of the intervening land, as for park purposes in residential districts, or commercial or industrial purposes in appropriate districts. Such distances shall also be determined with due regard for the requirements of approach grades of future grade separations.

g. Reserve strips (nonaccess easements) controlling access to streets shall be prohibited except where their control is definitely placed in the city under conditions approved by the ~~planning services~~public works and engineering department.

h. Street jogs with centerline off-sets of less than 125 feet shall be avoided.

i. A tangent at least 100 feet long shall be introduced between reverse curves on arterial and collector streets.

j. Streets shall be laid out so as to intersect as nearly as possible at right angles, and no streets shall intersect any other street at less than 60 degrees.

k. Property lines at street intersections shall be rounded with a radius of 25 feet, or of greater radius where the ~~planning board~~public works and engineering department may deem it necessary.

l. Street right-of-way widths shall be shown on the comprehensive plan and where not shown therein shall be not less than as follows:

Street Type	Right-of-Way in Feet
Arterial	100
Collector	80
Minor	60 (50′ w/two five-foot easements sidewalks are provided within R/W by the developer)
Marginal Access	40
Alley (private) in commercial or industrial areas	24
Alley (private) in residential areas	20

m. Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations, and where the ~~planning board~~public works and engineering department finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided. Whenever a half street is adjacent to a tract to be subdivided, the other half of the street shall be platted within such tract.

n. Dead-end streets are prohibited except those designed to be so permanently. Permanent dead-end streets shall be not longer than 500 feet and shall be provided at the closed end with a turnaround having an outside roadway diameter of at least 80 feet and a street property line diameter of at least 100 feet. At the intersection of the turnaround and the straight portion of the right-of-way there shall be a 25-foot radius as a transition.

o. Street names. A proposed new street, which is in alignment with a continuation of an existing street, with or a continuation of an existing street, shall have the same name as the existing street. In no case (including numbered or lettered streets) shall new streets have names or numbers that duplicate or that are phonetically similar to existing streets' names, regardless of the prefix or suffix used as "Avenue," "Boulevard," "Court," "Crescent," "Drive," "Place," "Street," and "Terrace." All street names shall be subject to approval of the ~~planning board~~public works and engineering department.

Note: In this respect, it is suggested that the developer check over his or her proposed street names with the postal authorities, before submitting his or her plat to the ~~planning board~~public works and engineering department for approval.

p. Grades and transition of grades must be approved by the city engineer and in no case shall be less than two-tenths percent.

q. Private streets. Private streets may be approved provided they are constructed according to the street design standards specified in sections 12-7-4 and 12-7-5 except that required private ingress and egress easements, private rights-of-way or private common area widths and pavement widths may be less than required for public rights-of-way and street widths. In the event that a private street is approved, the following statement shall be shown on the preliminary and final plats: "All roads and rights-of-way shown on this plat are private and are not subject to maintenance by the City of Pensacola." Maintenance of private streets shall be as provided in section 12-3-61.

(2) *Drainage easements.*

a. Easements along lot lines shall be provided for drainage where necessary and shall be at least 12 feet wide.

b. Where a subdivision is traversed by a watercourse, drainageway, channel or stream, there shall be provided a stormwater easement or drainage right-of-way conforming substantially with the lines of such watercourse, and such further width, as will be adequate for the purpose. Parallel streets or parkways may be required in connection therewith.

(3) *Blocks.*

a. The length, width and shape of blocks shall be determined with due regard to:

1. Provision of adequate building sites suitable to the special needs of the type of use contemplated.

2. Zoning requirements.

3. Needs for convenient access, circulation, control, and safety of street traffic.

4. Limitations and opportunities of topography.

b. Block length shall not exceed 1,400 feet or be less than 400 feet. Where blocks are 700 feet or more in length, the ~~planning board~~public works and engineering department may require a 20-foot pedestrian easement through the block. Long blocks should be oriented for drainage and toward such focal points as a shopping center or a school.

c. Block width should be at least wide enough to allow two tiers of lots and should be a minimum width of 240 feet, except when reverse frontage is used.

(4) *Lots; building site area and yard restrictions.*

a. Minimum building site area and yard restrictions shall be governed by the requirements of chapter 12-3. Every lot or parcel of land shall abut a public street, or private street where permitted by this chapter.

b. Insofar as practical, side lot lines shall be at right angles to straight right-of-way lines or radial to curved right-of-way lines.

c. The lot size, width, depth, shape and orientation, and the minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development of use contemplated.

d. Double frontage and reverse frontage lots shall be avoided except where desirable to provide separation of residential developments from traffic arteries or to overcome specific disadvantages of topography and orientation. A nonaccess easement with a planting screen or solid fence shall be provided along the line of lots abutting such a traffic artery.

SECTION 3. AMENDMENTS TO SECTION 12-7-6, SITES FOR PUBLIC USE.

Section 12-7-6 of the Code of the City of Pensacola, Florida, Sites for Public Use, is hereby amended to read as follows:

Sec. 12-7-6. Sites for public use.

(a) *School sites.* The ~~planning board~~public works and engineering department may, where necessary, require reservation of suitable sites for schools; and further, which sites shall be made available to the county school board for their refusal or acceptance. If accepted by the school board, it shall be reserved for future purchase by the school board from the date of acceptance for a period of one year.

(b) *Sites for park and recreation or open space.* Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:

(1) *Dedication of land for park, recreation or open space needs.* The subdivider or owner shall dedicate to the city for park and recreation or open space purposes at least five percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter acre.

(2) *Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.* The subdivider or owner shall pay unto the city such sum of money equal in value to five percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by

the mayor and the subdivider. If the mayor and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The mayor shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two shall appoint a third.

(c) *Public streets.* All streets delineated on all plats submitted to the ~~city council~~public works and engineering department shall be dedicated to all public uses including the use thereof by public utilities, unless otherwise specified herein.

SECTION 4. AMENDMENTS TO SECTION 12-7-10, FINAL APPROVAL.

Section 12-7-10 of the Code of the City of Pensacola, Florida, Final Approval, is hereby amended to read as follows:

Sec. 12-7-10. Final approval.

(a) Approval of the final plat by the city ~~council~~engineer shall be granted upon the finding that the developers have complied with applicable laws and provisions of this Code. A true copy of the plat as approved shall be recorded by the applicant in the public records of the county within ~~180~~365 days of city ~~council~~engineer approval.

(b) If the approved plat is not recorded in the public records of the county within ~~180~~365 days of city ~~council~~engineer approval, upon filing the recorded plat with ~~planning services~~the public works and engineering department, the applicant is subject to be charged a late fee.

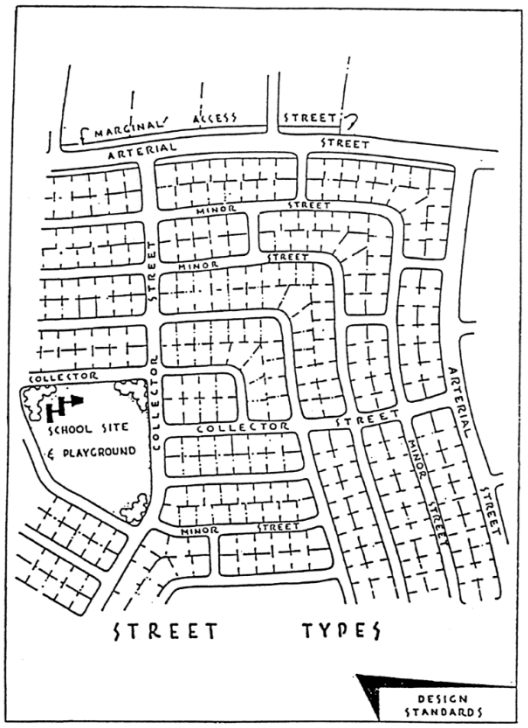
(c) No building permits may be issued until the recorded final plat has been filed with the ~~planning services~~public works and engineering department.

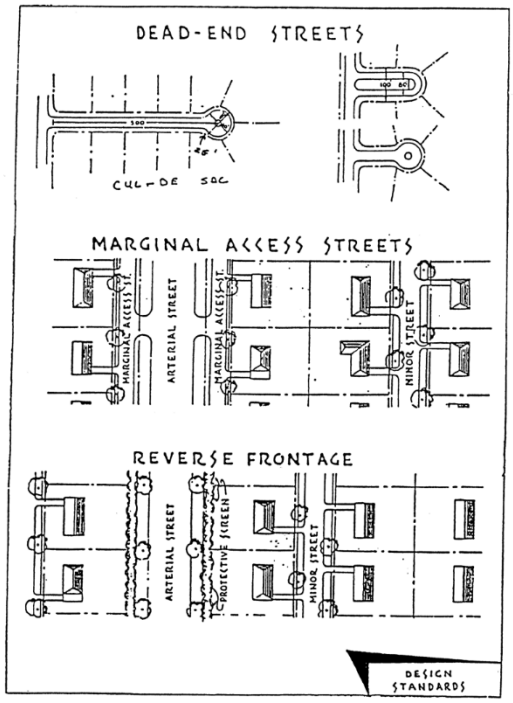
(d) All subdivision improvements shall be completed by the developers and accepted by the city engineer prior to the issuance of any building permits; provided, however, that in lieu of the immediate installation of the required improvements, the subdividers shall either file with the city, a performance bond or surety bond or deposit with the city in escrow cash or a certified check in an amount to be determined by the mayor with sureties satisfactory to the city guaranteeing the installation of the required improvements.

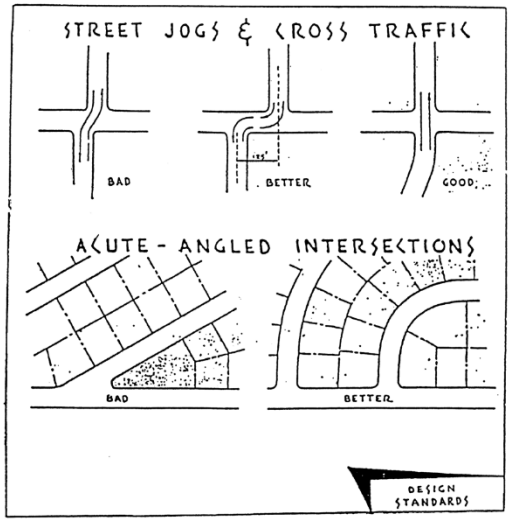
(e) All subdivision improvements shown on the plat shall be completed within one year from the date the city ~~council~~engineer grants approval of the final plat, regardless of when said plat is recorded, and subject to the charging of a late fee. For good cause shown, the city ~~council~~engineer may grant a reasonable extension of this one-year time period.

(f) No certificate of occupancy for a building shall be issued until all subdivision improvements meet a satisfactory engineering as-built inspection and are approved by the city engineer.

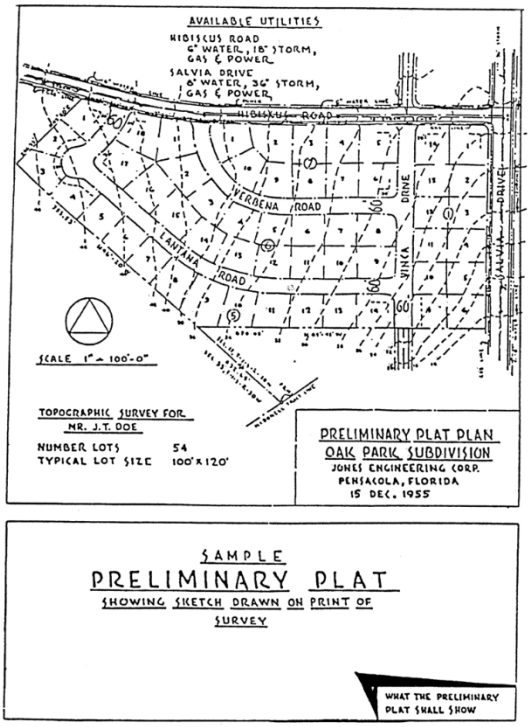
APPENDIX A. DESIGN STANDARDS


MARGINAL ACCESS STREET
ARTERIAL STREET
MINOR STREET
COLLECTOR STREET
SCHOOL SITE & PLAYGROUND
STREET TYPES
DESIGN STANDARDS


DEAD-END STREETS
CUL-DE SAC
MARGINAL ACCESS STREETS
ARTERIAL STREET
MARGINAL ACCESS ST.
MINOR STREET
REVERSE FRONTAGE
PROTECTIVE SCREEN
DESIGN STANDARDS



APPENDIX B. SAMPLE PRELIMINARY PLAT



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. 13-25. AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING TITLE XII - LAND DEVELOPMENT CODE; AMENDING CHAPTER 12-7, SUBDIVISIONS; TO PROVIDE FOR THE ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS AND TO DESIGNATE AN "ADMINISTRATIVE AUTHORITY" AND AN "ADMINISTRATIVE OFFICIAL" IN ACCORDANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; 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):

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.):

MINUTES OF THE PLANNING BOARD
July 8, 2025

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Van Hoose, Board Member Powell, Board Member Grundhoefer

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon
Assistant Planning & Zoning Manager Harding, Help Desk Technician Russo, Development Services Director Morris, Assistant City Attorney Goldsmith, Building Inspections Director Bilby, City Engineer Hinote, City Surveyor Odom

STAFF VIRTUAL: Development Services Coordinator Statler

OTHERS PRESENT: None

AGENDA:
- Quorum/Call to Order
- Approval of Meeting Minutes from June 10, 2025
  New Business:
- Proposed Amendment to the Land Development Code – Chapter 12-9. Floodplain Management
- Proposed Amendment to the Land Development Code – Chapter 12-7. Subdivisions
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present
Chairperson Ritz called the meeting to order at 2pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Board Member Grundhoefer made a motion to approve the June 10, 2025, minutes, seconded by Board Member Van Hoose, and it carried 5:0.

New Business –

Proposed Amendment to the Land Development Code – Chapter 12-9. Floodplain Management

Assistant Planning & Zoning Manager Harding introduced the item. City Staff have prepared an amendment to Chapter 12-9of the Land Development Code to update the City's floodplain management ordinance to meet the current Federal Emergency Management Agency (FEMA) and Florida Division of Emergency Management (FDEM) standards. All communities that participate in the National Flood Insurance Program (NFIP) are required to update their ordinance language to maintain their class rating in 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 increase in the standards but will maintain the current levels of protection that are currently adopted. The amended sections include 12-9-2 Applicability, 12-9-3 Duties and powers of the floodplain administrator, 12-9-7 Variances and appeals, 12-9-10 Definitions generally, 12-9-11 Buildings, and 12-9-14 Manufactured homes. Building Inspections Director Bilby addressed the board and made a brief statement. The changes being made are required by FEMA and FDEM.

The FEMA required changes are necessary to maintain our Class 7 Rating in the Community Rating System Program and Pensacola's good standing in the NFIP. The Community Rating System is a program where the community is rated for adopting and enforcing higher than minimum standards for floodplain protection. Our Class 7 rating provides a 15% reduction of flood insurance premiums for NFIP policyholders whose properties are located in the Special Flood Hazard Area. Adoption of the new Flood Insurance Rate Maps are also a part of this ordinance and are mandatory to continue participating in the NFIP. The maps have been reviewed and published, and all public appeals have been addressed by FEMA. Failure to adopt the maps by August 19, 2025, would result in suspension or removal from the NFIP and flood insurance would not be available for citizens under the program. The changes from FDEM are to provide consistency with the ordinance language and the provisions in the 8th edition of the Florida Building Code. The 8th edition of the FBC went into effect December 31, 2023, and the City has been enforcing the 8th edition flood provisions since the date of adoption. The incorporation of the FDEM language aligns our ordinance with the Florida Building Code and does not mandate any higher standards than are already being enforced. Building Inspections Director Bilby asked for the board's approval of these ordinances and asked for their recommendation to move the item to City Council for approval. Board members were invited to ask questions. They discussed the section regarding manufactured homes. If there were mobile home parks in the city limits, they would have to meet the base flood elevation. Further discussion was had about section 12-9-11, design flood elevation, the city's freeboard, which is the base flood elevation plus three feet. The flood ordinance applies to new construction and existing structures. They are adopting new maps with a higher elevation. For existing homes, if substantially improving the home, which is over fifty percent of the market value, you would have to elevate the home, or if commercial, you could flood proof the building. Board Member Van Hoose wanted to know if the public has been made aware. There were several public workshops, appeals were made, and the public was invited to all the workshops. FEMA did address all the concerns brought up by the public in the workshops. Building Inspections Director Bilby agreed with Board Member Van Hoose that the public were made aware of these changes and these changes

were for the benefit of the public. The preliminary maps have been available since 2017, also available on the city's website, and copies available in the Building Inspections department. Some properties have been mapped out of the floodplain since the land is at a higher elevation. The city's goal protects those structures and makes sure there's no significant loss to life or property. Also, houses built in the last fifteen to twenty years, since the freeboard went into effect, will still be above the map standards. They then discussed coastal "A" zones and how they are treated, some are treated as "V" zones. This item will go before the city council at the July 17th meeting.

Vice Chairperson Larson made the motion to approve, seconded by Board Member Powell, and it carried 5:0.

Proposed Amendment to the Land Development Code – Chapter 12-7. Subdivisions

In June 2025, the Florida Legislature passed Senate Bill 784 which amends FS 177.071 to streamline the process for reviewing and approving subdivision plats for local governments. FS 177.071 now states that a subdivision plat or replat application must be administratively reviewed and approved without further action by local governing bodies. It also requires local governments to designate an authority to process these applications and establishes specific timelines for review and approval. Pursuant to SB 784, City Staff has prepared an amendment to Section 12-7-3 Procedure for subdivision approval, Section 12-7-4 Design Standards, Section 12-7-6 Sites for public use, and Section 12-7-10 Final approval of the Land Development Code.

Chairman Ritz asked staff to clarify if the amended legislation mandated subdivision plats to no longer be reviewed Planning Board or City Council and that the entire process would be handled administratively. Staff responded that was correct. Board Member Powell understood that the change is being driven by statutory requirements, but she was disappointed that this type of application would take out the public participation aspect and what kind of checks and balances would be in place. Staff responded that the internal review process would not change, and that even under the previous process preliminary and final plat applications were reviewed rigorously by development-related departments before making their way to Planning Board's review. The review includes comments from external service providers to ensure that all plat applications meet statutory and Land Development Code requirements. That aspect is not being changed, the only change per the statute is that the subdivision plats will be administratively approved and they will no longer be reviewed by Planning Board or City Council. Board Member Powell understood and that certainly covered code requirements, but she was very concerned that Planning Board and the public would no longer be able to provide input. Oftentimes, board and public input provides beneficial suggestions developers sometimes implement, although they may not be required by the codes. Board Member Grundhoefer also voiced his concerns regarding the public process being subverted. Board Member VanHoose asked if there would be an alternative method or process for the public to voice their concerns. Staff answered that there would be no new public notification processes; however, the city has a representative that attends the Council of Neighborhood Association Presidents of Pensacola meetings who is apprised of new developments and who reports on any projects that the neighborhood might be interested in. The City Councilor for the district also receives notification from staff and will continue to do so. Board Member Larson stated that he was under the impression that the legislative intent was to speed up the process of

subdivisions, not to remove public participation. Planning Board's concern is that the public may not be happy with subdivision plans and what would happen to public input when it's an administrative task. Staff answered that the subdivision process is overall a technical review and under the previous process would proceed to City Council as a quasi-judicial review - if a developer meets the statutory requirements to subdivide a property, then it is required to be approved.

City Surveyor Odom offered an interpretation whereby the preliminary plat might still be able to be reviewed by governing bodies, but the final plat could be administratively approved since the senate bill didn't specifically mention the preliminary plat. City Surveyor Odom stated that the legislative requirements provide for minimum requirements, and City Council could provide additional requirements so long as the statute is being met.

Chairman Ritz asked is the preliminary plat and final plat were defined somewhere and Mr. Odom answered that the final plat is defined by statute and the preliminary plat process is defined by the Land Development Code. Board Member Grundhoefer commented that he would like to see the preliminary plat process stay in place so that the public could come and giver their opinion, and that the final platting process would be administrative. Board Member VanHoose asked if the preliminary plat process could just be a discussion item rather than an approval. Staff answered that the process outlined in the LDC amendment was drafted to comply with the Senate Bill 784. Chairman Ritz read from the senate bill, "A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required"; and pointed out that the bill does not distinguish between preliminary and final. His understanding was that it applied any plat document. City Surveyor Odom offered that the statutes only provide minimum requirements, but that City Council could provide additional requirements so long the statutes are met.

Chairperson Ritz asked for Assistant City Attorney Goldsmith's opinion. Assistant City Attorney Goldsmith stated that the city needed to proceed with the way the amendment is drafted. She did not believe there was an intent from the legislature to differentiate between a preliminary plat and final plat on what needs to be administratively approved. Chairperson Ritz agreed, that was his take as well. Board Member Powell understood the statute's intent but still wished to keep citizens and the Planning Board involved as they had been previously. The overall issue was the opportunity for input. Staff replied that there were current policies regarding subdivision applications that would not change. These included having all subdivision applications go through the city's One-Stop Development Review, and notification of the application to city administration and to the city council member whose district the subdivision is in.

Chairman Ritz stated that often times with state mandated amendments, the board is not always happy with required changes. This may be an example of that type of required change. Much of the lobbying for these changes occur at the state and federal level, rather than the local level.

Board Member Powell reiterated she was concerned that the public is being removed from the subdivision process and would still like the board to provide comments. The board understands that the process is a technical review, but board members sometime offer recommendations that the developers may consider. Chairman Ritz worried about the legal ramifications of requiring applicants to come to Planning Board if the amended statute is specifically removing the review of governing bodies. Board Member Larson clarified that the LDC amendment will go to City Council next and that Planning Board is here to offer a recommendation. He suggested that City Council needs to know why the board is

discussing this topic. The board wants citizen input. They want citizens engaged in the community. The board knows that legal has already said that this is the way it's going to be. Board Member Larson suggested that City Council be asked to task someone with keeping public input in the process.

Assistant City Attorney Goldsmith offered that as a baseline, the city must comply with the legislation. But if the city wants to do more than that, they can. She thought that the subdivision process needed to be administrative to comply with the state's requirements. We could not make it half administrative and half not. We cannot do less than what the state is requiring and in her legal opinion, the state is requiring that the city make the entire subdivision process administrative.

Board Member VanHoose stated that the legislation felt as if it is attempting to cut out public participation. Is there a way to comply with the state's requirements and to still allow public input?

Chairman Ritz suggested that the board provide some ideas. Could that be some type legal notification once a subdivision application is submitted? Staff replied that the current process does not require public notification, except for a media notice, prior to a Planning Board meeting.

The senate bill was approved in June and went into effect July 1st. Board Member Grundhoefer asked if other communities had creative ideas on how to include pubic input. Staff answered that the consultants for the LDC Phase 2 project were contacted on this and were asked to keep staff updated on what other communities are doing. Staff will continue to compare anything they provide.

Board Member Van Hoose asked what would happen if the board all voted to not approve the amendment. Staff answered that the board's recommendation would continue to City Council for their review. City Council may accept, reject, or accept with modifications.

Chairman Ritz suggested that City Council be asked to find ways to maintain public engagement at a preliminary plat level. The Board agreed that was the primary concern, not to go against legislation.

Board Member Grundhoefer asked City Engineer Hinote what the timeline for subdivision plat reviews so as to not to delay an administrative process. City Engineer Hinote answered that the average time for review is around 10-14 business days. He certainly understood the ramifications of the legislation and understood the board's concern and would welcome ideas for public engagement. The board and public are encouraged to be active in the current LDC rewrite where the public's voice can actively be heard in development processes. Assistant City Attorney stated that the public maintains the right to appeal decisions of the board or staff.

Board Member Powell made a motion to approve the proposed amendments and for City Council to investigate ways to include public input at the preliminary plat stage. Board Member Larson seconded the motion. The board discussed several examples in which public input might be included such as bringing the plat to Planning Board for discussion prior to Engineering's review. **Board Member Powell accepted the suggested example as an amendment to her motion – for example, to have a preliminary plat come to Planning Board allowing citizens public input; the outcome of the discussion would be provided to the City Engineer for their use in the review.** It could be a non-voting item at Planning Board and that the applicants would not be required to be in attendance. Assistant Planning & Zoning Manager Harding suggested that a sign could be placed on the property whenever a subdivision plat application is received, similar to notification requirements in the tree ordinance whenever a heritage is

removed. **Board Member Powell amended the motion a second time to include the suggestion that a sign could be placed at the subdivision site at the time of the preliminary plat application and for a specified time.**
Staff clarified that public notifications include notifying the city council whose district the subdivision application is in, notifying the neighborhood association if one is present, and potentially a sign may be required at the expense of the developer. These are three ways that public notification can be provided and can easily be captured in an internal policy.
In summary - **Board Member Powell made a motion to approve the proposed LDC amendments and for City Council to investigate ways to include public input at the preliminary plat stage.** Such examples for consideration and discussed by the board at the preliminary plat stage might include a discussion at Planning Board, on-site signage, and the continuance of providing notification to the city council representative and the neighborhood association. **The motion carried 5-0.**

Open Forum – none

Discussion
A brief update regarding the Land Development Code rewrite was given.

Adjournment – With no further business, the Board adjourned at 3:30 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

LocaliQ
Florida
GANNETT

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AFFIDAVIT OF PUBLICATION

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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:

08/31/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
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4-6-27

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NOTICE OF PUBLIC HEARING
On Thursday, September 11, 2025, at 5:30 p.m. in Council Chambers, 1st Floor of City Hall, 222 West Main Street, Pensacola, FL, the Pensacola City Council will conduct a hearing to receive the benefit of citizen input for the purpose of considering:

- **PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE – CHAPTER12-7- SUBDIVISIONS**
- **PUBLIC HEARING: REQUEST FOR FUTURE LAND USE MAP AND ZONING MAP AMENDMENT – 2907 E LEE STREET**

You are not required to respond or take any action regarding this notice; but if you wish to speak before City Council on this subject, you are invited to be present at the scheduled hearing. The meeting may also be viewed live stream at: **https://pensacolafl.portal.civicclerk.com/event/743/media**.
If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need a record of the proceedings, and that for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
The City of Pensacola adheres to the Americans With Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.
For additional information regarding this hearing, please call Planning Services at 435-1670.
City of Pensacola, Florida
Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.
August 31,2025 11591447

File #: 25-1006 City Council 9/11/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 13-25 - AMENDMENT TO THE LAND DEVELOPMENT CODE – CHAPTER 12-7. SUBDIVISIONS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 13-25 on first reading.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING TITLE XII - LAND DEVELOPMENT CODE; AMENDING CHAPTER 12-7, SUBDIVISIONS; TO PROVIDE FOR THE ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS AND TO DESIGNATE AN “ADMINISTRATIVE AUTHORITY” AND AN “ADMINISTRATIVE OFFICIAL” IN ACCORDANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND 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 required by local, state or federal law, governance or regulation.

In June 2025, the Florida Legislature passed Senate Bill 784 which amends FS 177.071 to streamline the process for reviewing and approving subdivision plats for local governments. FS 177.071 now states that a subdivision plat or replat application must be administratively reviewed and approved without further action by local governing bodies. It also requires local governments to designate an authority to process these applications and establishes specific timelines for review and approval.

Pursuant to SB 784, City Staff has prepared an amendment to Section 12-7-3 Procedure for subdivision approval, Section 12-7-4 Design Standards, Section 12-7-6 Sites for public use, and Section 12-7-10 Final approval of the Land Development Code.

PRIOR ACTION:

On July 8, 2025, the Planning Board voted 5:0 to approve the Land Development Code Amendment.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/8/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 13-25
2. Proposed Ordinance No. 13-25 Business Impact Estimate
3. DRAFT Planning Board Minutes - 07.08.2025

PRESENTATION: No

PROPOSED
ORDINANCE NO. 13-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING TITLE XII - LAND DEVELOPMENT CODE; AMENDING CHAPTER 12-7, SUBDIVISIONS; TO PROVIDE FOR THE ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS AND TO DESIGNATE AN "ADMINISTRATIVE AUTHORITY" AND AN "ADMINISTRATIVE OFFICIAL" IN ACCORDANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 2025-164, Laws of Florida, Senate Bill No. 784, required local governments to review, process, and approve plats or replat submittals without action or approval by the governing body through an administrative authority and official designated by ordinance; and

WHEREAS, the City Council has determined that it is in the public interest to adopt the proposed amendments to the Code of Ordinances, and the proposed amendments are in compliance with section 177.071, 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 ~~strikethrough~~ and underline format in Section 1, Section 2, Section 3, and Section 4.

SECTION 1. AMENDMENTS TO SECTION 12-7-3, PROCEDURE FOR SUBDIVISION APPROVAL.

Section 12-7-3 of the Code of the City of Pensacola, Florida, Procedure for Subdivision Approval, is hereby amended to read as follows:

Sec. 12-7-3. Procedure for subdivision approval.

(a) *Procedure for subdivision requiring a plat.*

(1) In accordance with the requirements of F.S. 177.071, the public works and engineering department is hereby designated as the "administrative authority" responsible for receiving, reviewing, and processing plat or replat submittals. Additionally, the city engineer is hereby designated as the "administrative

official" responsible for approving, approving with conditions, or denying the proposed plat or replat.

(2) *Approval of preliminary plat ~~by the planning board~~.*

a. Any person desiring to divide land into three or more lots shall first file with the ~~planning services~~public works and engineering department an application and a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-7-8 and F.S. § 472.027.

b. Accompanying the application and preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities that serve or influence it. On such sketch map shall show, the main traffic arteries, shopping centers, schools, parks, and playgrounds within one quarter of a mile.

c. Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.

d. A master drainage plan at a scale not smaller than one inch equals 200 feet, shall be provided. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements, including, but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for in the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.

~~e. The preliminary plat shall be submitted to the planning services department at least 30 calendar days prior to the meeting at which it is to be considered.~~

~~f~~e. Prior to the examination of the preliminary plat, the ~~planning board~~public works and engineering department shall be furnished with reports from the city engineer, the city traffic engineer, Pensacola Energy, Emerald Coast Utilities Authority, and fire department~~, and the secretary to the planning board~~ to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.

~~g~~f. When, after examination, the ~~planning board~~public works and engineering department finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall

not constitute an approval of the final plat. If the preliminary plat is rejected, the ~~planning board~~public works and engineering department shall provide the applicant in writing a detailed list of reasons for rejection. The applicant shall resubmit revised documents to the ~~planning services~~public works and engineering department with a review fee to obtain approval according to the process in this chapter.

(~~2~~3) *Approval of final plat ~~by the planning board and city council~~.*

a. The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat that he or she proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (365 days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the applicant must resubmit to the ~~planning services~~public works and engineering department a new application, new application fee, and revised documentation to begin the process in this chapter.

b. The final plat and release for construction plans shall be submitted to the ~~planning services~~public works and engineering department ~~at least 30 calendar days prior to the meeting of the planning board at which it is to be considered~~. Before granting final approval of the plat, the ~~planning board~~ public works and engineering department shall receive reports from ~~the secretary to the planning board,~~ the city engineer, the city traffic engineer, Pensacola Energy, Emerald Coast Utilities Authority and the fire department.

~~c. After approval by the planning board, the final plat shall be transmitted to the city council for approval. Approval of the plat shall be granted by the city council upon its finding that all the requirements of this chapter have been met.~~

(b) *Procedure for division of land requiring a boundary survey.*

(1) A division of land into no more than two lots fronting on an existing public street, or an access easement not involving any new street or road, or the extension of governmental facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provision of this Code or the comprehensive plan, may be reviewed and approved by the city engineer and ~~planning services~~public works and engineering department.

(2) *Submission requirements.*

a. Any person desiring to divide land into no more than two lots shall first submit a metes and bounds description and a boundary survey (equal to that required by F.S. § 472.027, pertaining to the Standards of Practice for surveys) to the ~~planning services~~public works and engineering department. The boundary survey shall depict all information required by sections 12-7-8(1) through (11).

b. If an access easement is required for the subdivision, this document shall be attached to the boundary survey.

c. Prior to development of residential properties, the owner or owner's agent shall provide a proposed lot grading and erosion control plan. The plan shall be to scale and must demonstrate that the flow of stormwater surface drainage from the development is diverted to a storm sewer conveyance or other approved point of collection that does not create a hazard. The grading plan should clearly exhibit that the proposed development neither creates nor exacerbates flooding on any adjacent properties. Commercial properties shall fall under the subdivision language of the Land Development Code and comply with all stormwater drainage requirements set forth therein.

d. The ~~planning services~~public works and engineering department shall notify the applicant of the approval or disapproval of the metes and bounds description or the boundary survey within ten working days from submission.

e. If the metes and bounds description or the boundary survey is rejected, the ~~planning services~~public works and engineering department shall provide the applicant, in writing, a detailed list of the reasons for the rejection.

f. The applicant shall resubmit revised documents to the ~~planning services~~public works and engineering department with a review fee and begin the process set forth at section 12-7-3(b) of this chapter.

(~~3~~4) *Final approval.*

a. After the survey has been approved by city staff one copy of the survey shall be filed with the ~~planning services~~public works and engineering department. In addition, one copy each of any applicable recorded access easements shall be filed with the ~~planning services~~public works and engineering department.

b. No building permit shall be issued until the survey has been approved by city staff and any accompanying documentation has been filed in accordance with section 12-7-3(b)(3)a.

SECTION 2. AMENDMENTS TO SECTION 12-7-4, DESIGN STANDARDS.

Section 12-7-4 of the Code of the City of Pensacola, Florida, Design Standards, is hereby amended to read as follows:

Sec. 12-7-4. Design standards.

Land that the ~~planning board~~public works and engineering department has found to be unsuitable for subdivision due to flooding, bad drainage, or other features likely to be harmful to the health, safety and general welfare of future residents, shall not be subdivided, unless adequate methods of correction are formulated by the developer and

approved by the city engineer. Appendix A, at the end of this chapter, illustrates selected design standards described herein.

(1) *Streets.*

a. Wherever a tract or parcel to be subdivided embraces any part of a street designated in the comprehensive plan, such part shall be platted in the location and width indicated on such plan.

b. The arrangement, character, extent, width, grade, and location of all streets shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, in their appropriate relation to the proposed uses of the land to be served by such streets and the most advantageous development of the surrounding neighborhood.

c. Where such is not shown in the comprehensive plan, the arrangement of streets in a subdivision shall either:

1. Provide for the continuation or appropriate projection of existing principal streets in surrounding areas; or

2. Conform to a plan for the neighborhood approved or adopted by the ~~planning board~~public works and engineering department.

d. Minor streets shall be so laid out that their use by through traffic will be discouraged.

e. Where a subdivision abuts or contains an existing or proposed arterial street, the ~~planning board~~public works and engineering department may require marginal access streets, reverse frontage with screen planting contained in a nonaccess reservation along the rear property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic. Residential and nonresidential subdivisions located along arterial streets shall be encouraged to provide consolidated access points for all uses within the subdivision.

f. Where a subdivision borders on or contains a railroad right-of-way or limited access highway (super highway) right-of-way, the ~~planning board~~public works and engineering department may require a street approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate use of the intervening land, as for park purposes in residential districts, or commercial or industrial purposes in appropriate districts. Such distances shall also be determined with due regard for the requirements of approach grades of future grade separations.

g. Reserve strips (nonaccess easements) controlling access to streets shall be prohibited except where their control is definitely placed in the city under conditions approved by the ~~planning services~~public works and engineering department.

h. Street jogs with centerline off-sets of less than 125 feet shall be avoided.

i. A tangent at least 100 feet long shall be introduced between reverse curves on arterial and collector streets.

j. Streets shall be laid out so as to intersect as nearly as possible at right angles, and no streets shall intersect any other street at less than 60 degrees.

k. Property lines at street intersections shall be rounded with a radius of 25 feet, or of greater radius where the ~~planning board~~public works and engineering department may deem it necessary.

l. Street right-of-way widths shall be shown on the comprehensive plan and where not shown therein shall be not less than as follows:

Street Type	Right-of-Way in Feet
Arterial	100
Collector	80
Minor	60 (50′ w/two five-foot easements sidewalks are provided within R/W by the developer)
Marginal Access	40
Alley (private) in commercial or industrial areas	24
Alley (private) in residential areas	20

m. Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations, and where the ~~planning board~~public works and engineering department finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided. Whenever a half street is adjacent to a tract to be subdivided, the other half of the street shall be platted within such tract.

n. Dead-end streets are prohibited except those designed to be so permanently. Permanent dead-end streets shall be not longer than 500 feet and shall be provided at the closed end with a turnaround having an outside roadway diameter of at least 80 feet and a street property line diameter of at least 100 feet. At the intersection of the turnaround and the straight portion of the right-of-way there shall be a 25-foot radius as a transition.

o. Street names. A proposed new street, which is in alignment with a continuation of an existing street, with or a continuation of an existing street, shall have the same name as the existing street. In no case (including numbered or lettered streets) shall new streets have names or numbers that duplicate or that are phonetically similar to existing streets' names, regardless of the prefix or suffix used as "Avenue," "Boulevard," "Court," "Crescent," "Drive," "Place," "Street," and "Terrace." All street names shall be subject to approval of the ~~planning board~~public works and engineering department.

Note: In this respect, it is suggested that the developer check over his or her proposed street names with the postal authorities, before submitting his or her plat to the ~~planning board~~public works and engineering department for approval.

p. Grades and transition of grades must be approved by the city engineer and in no case shall be less than two-tenths percent.

q. Private streets. Private streets may be approved provided they are constructed according to the street design standards specified in sections 12-7-4 and 12-7-5 except that required private ingress and egress easements, private rights-of-way or private common area widths and pavement widths may be less than required for public rights-of-way and street widths. In the event that a private street is approved, the following statement shall be shown on the preliminary and final plats: "All roads and rights-of-way shown on this plat are private and are not subject to maintenance by the City of Pensacola." Maintenance of private streets shall be as provided in section 12-3-61.

(2) *Drainage easements.*

a. Easements along lot lines shall be provided for drainage where necessary and shall be at least 12 feet wide.

b. Where a subdivision is traversed by a watercourse, drainageway, channel or stream, there shall be provided a stormwater easement or drainage right-of-way conforming substantially with the lines of such watercourse, and such further width, as will be adequate for the purpose. Parallel streets or parkways may be required in connection therewith.

(3) *Blocks.*

a. The length, width and shape of blocks shall be determined with due regard to:

1. Provision of adequate building sites suitable to the special needs of the type of use contemplated.

2. Zoning requirements.

3. Needs for convenient access, circulation, control, and safety of street traffic.

4. Limitations and opportunities of topography.

b. Block length shall not exceed 1,400 feet or be less than 400 feet. Where blocks are 700 feet or more in length, the ~~planning board~~public works and engineering department may require a 20-foot pedestrian easement through the block. Long blocks should be oriented for drainage and toward such focal points as a shopping center or a school.

c. Block width should be at least wide enough to allow two tiers of lots and should be a minimum width of 240 feet, except when reverse frontage is used.

(4) *Lots; building site area and yard restrictions.*

a. Minimum building site area and yard restrictions shall be governed by the requirements of chapter 12-3. Every lot or parcel of land shall abut a public street, or private street where permitted by this chapter.

b. Insofar as practical, side lot lines shall be at right angles to straight right-of-way lines or radial to curved right-of-way lines.

c. The lot size, width, depth, shape and orientation, and the minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development of use contemplated.

d. Double frontage and reverse frontage lots shall be avoided except where desirable to provide separation of residential developments from traffic arteries or to overcome specific disadvantages of topography and orientation. A nonaccess easement with a planting screen or solid fence shall be provided along the line of lots abutting such a traffic artery.

SECTION 3. AMENDMENTS TO SECTION 12-7-6, SITES FOR PUBLIC USE.

Section 12-7-6 of the Code of the City of Pensacola, Florida, Sites for Public Use, is hereby amended to read as follows:

Sec. 12-7-6. Sites for public use.

(a) *School sites.* The ~~planning board~~public works and engineering department may, where necessary, require reservation of suitable sites for schools; and further, which sites shall be made available to the county school board for their refusal or acceptance. If accepted by the school board, it shall be reserved for future purchase by the school board from the date of acceptance for a period of one year.

(b) *Sites for park and recreation or open space.* Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:

(1) *Dedication of land for park, recreation or open space needs.* The subdivider or owner shall dedicate to the city for park and recreation or open space purposes at least five percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter acre.

(2) *Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.* The subdivider or owner shall pay unto the city such sum of money equal in value to five percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by

the mayor and the subdivider. If the mayor and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The mayor shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two shall appoint a third.

(c) *Public streets.* All streets delineated on all plats submitted to the ~~city council~~public works and engineering department shall be dedicated to all public uses including the use thereof by public utilities, unless otherwise specified herein.

SECTION 4. AMENDMENTS TO SECTION 12-7-10, FINAL APPROVAL.

Section 12-7-10 of the Code of the City of Pensacola, Florida, Final Approval, is hereby amended to read as follows:

Sec. 12-7-10. Final approval.

(a) Approval of the final plat by the city ~~council~~engineer shall be granted upon the finding that the developers have complied with applicable laws and provisions of this Code. A true copy of the plat as approved shall be recorded by the applicant in the public records of the county within ~~180~~365 days of city ~~council~~engineer approval.

(b) If the approved plat is not recorded in the public records of the county within ~~180~~365 days of city ~~council~~engineer approval, upon filing the recorded plat with ~~planning services~~the public works and engineering department, the applicant is subject to be charged a late fee.

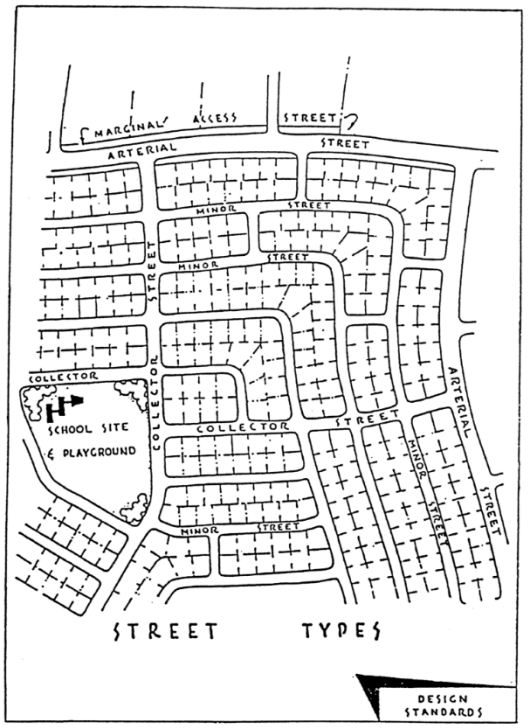
(c) No building permits may be issued until the recorded final plat has been filed with the ~~planning services~~public works and engineering department.

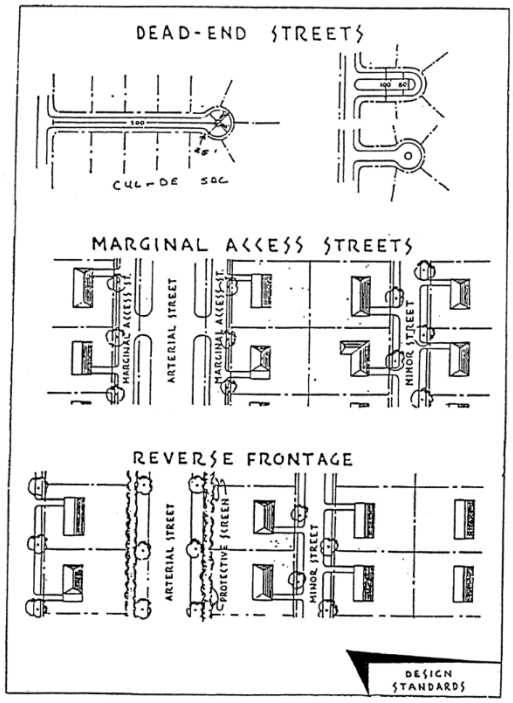
(d) All subdivision improvements shall be completed by the developers and accepted by the city engineer prior to the issuance of any building permits; provided, however, that in lieu of the immediate installation of the required improvements, the subdividers shall either file with the city, a performance bond or surety bond or deposit with the city in escrow cash or a certified check in an amount to be determined by the mayor with sureties satisfactory to the city guaranteeing the installation of the required improvements.

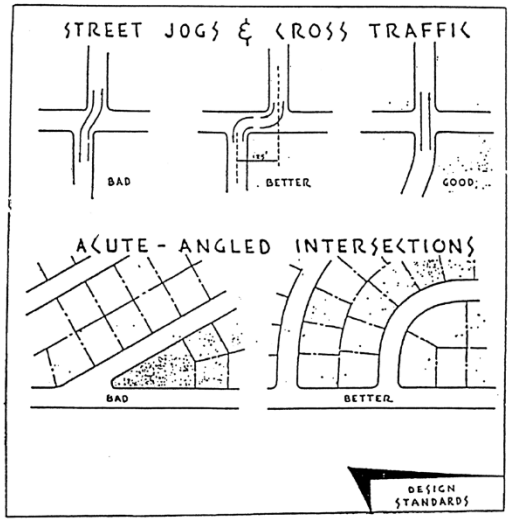
(e) All subdivision improvements shown on the plat shall be completed within one year from the date the city ~~council~~engineer grants approval of the final plat, regardless of when said plat is recorded, and subject to the charging of a late fee. For good cause shown, the city ~~council~~engineer may grant a reasonable extension of this one-year time period.

(f) No certificate of occupancy for a building shall be issued until all subdivision improvements meet a satisfactory engineering as-built inspection and are approved by the city engineer.

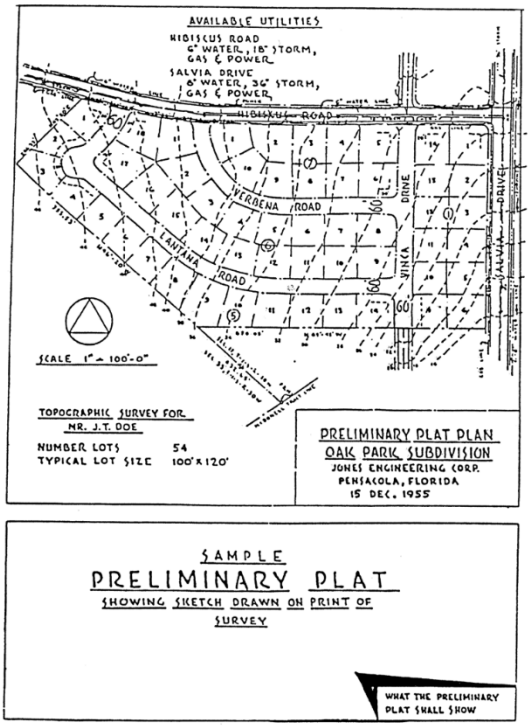
APPENDIX A. DESIGN STANDARDS


MARGINAL ACCESS STREET
ARTERIAL STREET
MINOR STREET
COLLECTOR
SCHOOL SITE
& PLAYGROUND
STREET TYPES
DESIGN STANDARDS


DEAD-END STREETS
CUL-DE SAC
MARGINAL ACCESS STREETS
ARTERIAL STREET
MARGINAL ACCESS ST.
MINOR STREET
REVERSE FRONTAGE
PROTECTIVE SCREEN
DESIGN STANDARDS



APPENDIX B. SAMPLE PRELIMINARY PLAT



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. 13-25. AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING TITLE XII - LAND DEVELOPMENT CODE; AMENDING CHAPTER 12-7, SUBDIVISIONS; TO PROVIDE FOR THE ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS AND TO DESIGNATE AN "ADMINISTRATIVE AUTHORITY" AND AN "ADMINISTRATIVE OFFICIAL" IN ACCORDANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; 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):

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.):

MINUTES OF THE PLANNING BOARD
July 8, 2025

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Van Hoose, Board Member Powell, Board Member Grundhoefer

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon
Assistant Planning & Zoning Manager Harding, Help Desk Technician Russo, Development Services Director Morris, Assistant City Attorney Goldsmith, Building Inspections Director Bilby, City Engineer Hinote, City Surveyor Odom

STAFF VIRTUAL: Development Services Coordinator Statler

OTHERS PRESENT: None

AGENDA:
- Quorum/Call to Order
- Approval of Meeting Minutes from June 10, 2025
  New Business:
- Proposed Amendment to the Land Development Code – Chapter 12-9. Floodplain Management
- Proposed Amendment to the Land Development Code – Chapter 12-7. Subdivisions
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present
Chairperson Ritz called the meeting to order at 2pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Board Member Grundhoefer made a motion to approve the June 10, 2025, minutes, seconded by Board Member Van Hoose, and it carried 5:0.

New Business –

Proposed Amendment to the Land Development Code – Chapter 12-9. Floodplain Management

Assistant Planning & Zoning Manager Harding introduced the item. City Staff have prepared an amendment to Chapter 12-9of the Land Development Code to update the City's floodplain management ordinance to meet the current Federal Emergency Management Agency (FEMA) and Florida Division of Emergency Management (FDEM) standards. All communities that participate in the National Flood Insurance Program (NFIP) are required to update their ordinance language to maintain their class rating in 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 increase in the standards but will maintain the current levels of protection that are currently adopted. The amended sections include 12-9-2 Applicability, 12-9-3 Duties and powers of the floodplain administrator, 12-9-7 Variances and appeals, 12-9-10 Definitions generally, 12-9-11 Buildings, and 12-9-14 Manufactured homes. Building Inspections Director Bilby addressed the board and made a brief statement. The changes being made are required by FEMA and FDEM.

The FEMA required changes are necessary to maintain our Class 7 Rating in the Community Rating System Program and Pensacola's good standing in the NFIP. The Community Rating System is a program where the community is rated for adopting and enforcing higher than minimum standards for floodplain protection. Our Class 7 rating provides a 15% reduction of flood insurance premiums for NFIP policyholders whose properties are located in the Special Flood Hazard Area. Adoption of the new Flood Insurance Rate Maps are also a part of this ordinance and are mandatory to continue participating in the NFIP. The maps have been reviewed and published, and all public appeals have been addressed by FEMA. Failure to adopt the maps by August 19, 2025, would result in suspension or removal from the NFIP and flood insurance would not be available for citizens under the program. The changes from FDEM are to provide consistency with the ordinance language and the provisions in the 8th edition of the Florida Building Code. The 8th edition of the FBC went into effect December 31, 2023, and the City has been enforcing the 8th edition flood provisions since the date of adoption. The incorporation of the FDEM language aligns our ordinance with the Florida Building Code and does not mandate any higher standards than are already being enforced. Building Inspections Director Bilby asked for the board's approval of these ordinances and asked for their recommendation to move the item to City Council for approval. Board members were invited to ask questions. They discussed the section regarding manufactured homes. If there were mobile home parks in the city limits, they would have to meet the base flood elevation. Further discussion was had about section 12-9-11, design flood elevation, the city's freeboard, which is the base flood elevation plus three feet. The flood ordinance applies to new construction and existing structures. They are adopting new maps with a higher elevation. For existing homes, if substantially improving the home, which is over fifty percent of the market value, you would have to elevate the home, or if commercial, you could flood proof the building. Board Member Van Hoose wanted to know if the public has been made aware. There were several public workshops, appeals were made, and the public was invited to all the workshops. FEMA did address all the concerns brought up by the public in the workshops. Building Inspections Director Bilby agreed with Board Member Van Hoose that the public were made aware of these changes and these changes

were for the benefit of the public. The preliminary maps have been available since 2017, also available on the city's website, and copies available in the Building Inspections department. Some properties have been mapped out of the floodplain since the land is at a higher elevation. The city's goal protects those structures and makes sure there's no significant loss to life or property. Also, houses built in the last fifteen to twenty years, since the freeboard went into effect, will still be above the map standards. They then discussed coastal "A" zones and how they are treated, some are treated as "V" zones. This item will go before the city council at the July 17th meeting.

Vice Chairperson Larson made the motion to approve, seconded by Board Member Powell, and it carried 5:0.

Proposed Amendment to the Land Development Code – Chapter 12-7. Subdivisions

In June 2025, the Florida Legislature passed Senate Bill 784 which amends FS 177.071 to streamline the process for reviewing and approving subdivision plats for local governments. FS 177.071 now states that a subdivision plat or replat application must be administratively reviewed and approved without further action by local governing bodies. It also requires local governments to designate an authority to process these applications and establishes specific timelines for review and approval. Pursuant to SB 784, City Staff has prepared an amendment to Section 12-7-3 Procedure for subdivision approval, Section 12-7-4 Design Standards, Section 12-7-6 Sites for public use, and Section 12-7-10 Final approval of the Land Development Code.

Chairman Ritz asked staff to clarify if the amended legislation mandated subdivision plats to no longer be reviewed Planning Board or City Council and that the entire process would be handled administratively. Staff responded that was correct. Board Member Powell understood that the change is being driven by statutory requirements, but she was disappointed that this type of application would take out the public participation aspect and what kind of checks and balances would be in place. Staff responded that the internal review process would not change, and that even under the previous process preliminary and final plat applications were reviewed rigorously by development-related departments before making their way to Planning Board's review. The review includes comments from external service providers to ensure that all plat applications meet statutory and Land Development Code requirements. That aspect is not being changed, the only change per the statute is that the subdivision plats will be administratively approved and they will no longer be reviewed by Planning Board or City Council. Board Member Powell understood and that certainly covered code requirements, but she was very concerned that Planning Board and the public would no longer be able to provide input. Oftentimes, board and public input provides beneficial suggestions developers sometimes implement, although they may not be required by the codes. Board Member Grundhoefer also voiced his concerns regarding the public process being subverted. Board Member VanHoose asked if there would be an alternative method or process for the public to voice their concerns. Staff answered that there would be no new public notification processes; however, the city has a representative that attends the Council of Neighborhood Association Presidents of Pensacola meetings who is apprised of new developments and who reports on any projects that the neighborhood might be interested in. The City Councilor for the district also receives notification from staff and will continue to do so. Board Member Larson stated that he was under the impression that the legislative intent was to speed up the process of

subdivisions, not to remove public participation. Planning Board's concern is that the public may not be happy with subdivision plans and what would happen to public input when it's an administrative task. Staff answered that the subdivision process is overall a technical review and under the previous process would proceed to City Council as a quasi-judicial review - if a developer meets the statutory requirements to subdivide a property, then it is required to be approved.

City Surveyor Odom offered an interpretation whereby the preliminary plat might still be able to be reviewed by governing bodies, but the final plat could be administratively approved since the senate bill didn't specifically mention the preliminary plat. City Surveyor Odom stated that the legislative requirements provide for minimum requirements, and City Council could provide additional requirements so long as the statute is being met.

Chairman Ritz asked is the preliminary plat and final plat were defined somewhere and Mr. Odom answered that the final plat is defined by statute and the preliminary plat process is defined by the Land Development Code. Board Member Grundhoefer commented that he would like to see the preliminary plat process stay in place so that the public could come and giver their opinion, and that the final platting process would be administrative. Board Member VanHoose asked if the preliminary plat process could just be a discussion item rather than an approval. Staff answered that the process outlined in the LDC amendment was drafted to comply with the Senate Bill 784. Chairman Ritz read from the senate bill, "A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required"; and pointed out that the bill does not distinguish between preliminary and final. His understanding was that it applied any plat document. City Surveyor Odom offered that the statutes only provide minimum requirements, but that City Council could provide additional requirements so long the statutes are met.

Chairperson Ritz asked for Assistant City Attorney Goldsmith's opinion. Assistant City Attorney Goldsmith stated that the city needed to proceed with the way the amendment is drafted. She did not believe there was an intent from the legislature to differentiate between a preliminary plat and final plat on what needs to be administratively approved. Chairperson Ritz agreed, that was his take as well. Board Member Powell understood the statute's intent but still wished to keep citizens and the Planning Board involved as they had been previously. The overall issue was the opportunity for input. Staff replied that there were current policies regarding subdivision applications that would not change. These included having all subdivision applications go through the city's One-Stop Development Review, and notification of the application to city administration and to the city council member whose district the subdivision is in.

Chairman Ritz stated that often times with state mandated amendments, the board is not always happy with required changes. This may be an example of that type of required change. Much of the lobbying for these changes occur at the state and federal level, rather than the local level.

Board Member Powell reiterated she was concerned that the public is being removed from the subdivision process and would still like the board to provide comments. The board understands that the process is a technical review, but board members sometime offer recommendations that the developers may consider. Chairman Ritz worried about the legal ramifications of requiring applicants to come to Planning Board if the amended statute is specifically removing the review of governing bodies. Board Member Larson clarified that the LDC amendment will go to City Council next and that Planning Board is here to offer a recommendation. He suggested that City Council needs to know why the board is

discussing this topic. The board wants citizen input. They want citizens engaged in the community. The board knows that legal has already said that this is the way it's going to be. Board Member Larson suggested that City Council be asked to task someone with keeping public input in the process.

Assistant City Attorney Goldsmith offered that as a baseline, the city must comply with the legislation. But if the city wants to do more than that, they can. She thought that the subdivision process needed to be administrative to comply with the state's requirements. We could not make it half administrative and half not. We cannot do less than what the state is requiring and in her legal opinion, the state is requiring that the city make the entire subdivision process administrative.

Board Member VanHoose stated that the legislation felt as if it is attempting to cut out public participation. Is there a way to comply with the state's requirements and to still allow public input?

Chairman Ritz suggested that the board provide some ideas. Could that be some type legal notification once a subdivision application is submitted? Staff replied that the current process does not require public notification, except for a media notice, prior to a Planning Board meeting.

The senate bill was approved in June and went into effect July 1st. Board Member Grundhoefer asked if other communities had creative ideas on how to include pubic input. Staff answered that the consultants for the LDC Phase 2 project were contacted on this and were asked to keep staff updated on what other communities are doing. Staff will continue to compare anything they provide.

Board Member Van Hoose asked what would happen if the board all voted to not approve the amendment. Staff answered that the board's recommendation would continue to City Council for their review. City Council may accept, reject, or accept with modifications.

Chairman Ritz suggested that City Council be asked to find ways to maintain public engagement at a preliminary plat level. The Board agreed that was the primary concern, not to go against legislation.

Board Member Grundhoefer asked City Engineer Hinote what the timeline for subdivision plat reviews so as to not to delay an administrative process. City Engineer Hinote answered that the average time for review is around 10-14 business days. He certainly understood the ramifications of the legislation and understood the board's concern and would welcome ideas for public engagement. The board and public are encouraged to be active in the current LDC rewrite where the public's voice can actively be heard in development processes. Assistant City Attorney stated that the public maintains the right to appeal decisions of the board or staff.

Board Member Powell made a motion to approve the proposed amendments and for City Council to investigate ways to include public input at the preliminary plat stage. Board Member Larson seconded the motion. The board discussed several examples in which public input might be included such as bringing the plat to Planning Board for discussion prior to Engineering's review. **Board Member Powell accepted the suggested example as an amendment to her motion – for example, to have a preliminary plat come to Planning Board allowing citizens public input; the outcome of the discussion would be provided to the City Engineer for their use in the review.** It could be a non-voting item at Planning Board and that the applicants would not be required to be in attendance. Assistant Planning & Zoning Manager Harding suggested that a sign could be placed on the property whenever a subdivision plat application is received, similar to notification requirements in the tree ordinance whenever a heritage is

removed. **Board Member Powell amended the motion a second time to include the suggestion that a sign could be placed at the subdivision site at the time of the preliminary plat application and for a specified time.**
Staff clarified that public notifications include notifying the city council whose district the subdivision application is in, notifying the neighborhood association if one is present, and potentially a sign may be required at the expense of the developer. These are three ways that public notification can be provided and can easily be captured in an internal policy.
In summary - **Board Member Powell made a motion to approve the proposed LDC amendments and for City Council to investigate ways to include public input at the preliminary plat stage.** Such examples for consideration and discussed by the board at the preliminary plat stage might include a discussion at Planning Board, on-site signage, and the continuance of providing notification to the city council representative and the neighborhood association. **The motion carried 5-0.**

Open Forum – none

Discussion
A brief update regarding the Land Development Code rewrite was given.

Adjournment – With no further business, the Board adjourned at 3:30 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

File #: 25-1160 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF PALLET SHELTER LEASES - RE-ENTRY ALLIANCE OF PENSACOLA, INC. AND OFFENTSIVE CORP

RECOMMENDATION:

That City Council approve the lease for Pallet PBC modular shelters with Re-Entry Alliance Pensacola, Inc. (REAP) and with Offentsive Corp, as resulting from the Non-Profit Partnership for Homeless Sheltering Services RFP administered in conjunction with the Homelessness Reduction Task Force. Also, that City Council authorize the Mayor to take actions necessary to execute and administer the leases, consistent with the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

In September 2024, the City issued an RFP for modular shelters for immediate, short, and mid-term housing. City Council approved the award of the contract to Pallet PBC for production and delivery of the shelters in December 2024, utilizing designated American Rescue Plan Act (ARPA) funding in the amount of $1,011,000. Under our continuing efforts to reduce homelessness and in furtherance of our Strategic Plan, the Mayor's Office and staff engaged the Homelessness Reduction Task Force to help determine which non-profit organizations could be partners in leasing the modular shelters. Subsequently, an RFP for homeless sheltering services was issued in March 2025, resulting in successful proposals by non-profits REAP and Offentsive Corp.

Per the terms of their leases, both REAP and Offentsive Corp are responsible for pre-delivery site preparation and post-delivery ongoing maintenance of the shelters, with the City paying for the manufacturing and delivery of the shelters. Both entities are also responsible for all repairs, utilities, and all other wrap-around services provided at their respective locations. REAP proposes utilizing 14 of the standard 70-square foot sleeper units on their property at 1551

West Blount Street for a period of 15 years. Offentsive proposes utilizing 13 of the same standard units plus one two-stall accessible hygiene unit on property leased from Robert Perkins at 4100 North Palafox Street for a period of approximately five years, which is co-terminous with their land lease.

PRIOR ACTION:

December 12, 2024 - City Council approved the award of contract for RFP No. 24-057 to Pallet PBC

FUNDING:

Budget: $610,000 (ARPA fund)

Actual: $610,000 (ARPA fund)

FINANCIAL IMPACT:

Funds are encumbered to Pallet PBC, with REAP and Offentsive set to utilize approximately $285,000 and $325,000 of the PO funds, respectively.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/27/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. City Attorney proposed additional lease language based on agenda conf discussion
2. Re-Entry Alliance Pensacola - Pallet Shelter Lease
3. SunBiz - REAP - Aug 2025
4. REAP Pallet Shelter RFP Proposal
5. Offentsive - Pallet Shelter Lease
6. SunBiz - Offentsive - Aug 2025
7. Offentsive Corp - Pallet Shelter RFP Proposal

PRESENTATION: No

From: Adam Cobb <ACobb@cityofpensacola.com>
Sent: Wednesday, September 10, 2025 2:00 PM
To: Allison Patton <APatton@cityofpensacola.com>; Casey Jones <cjones@cityofpensacola.com>; Charles Bare <CBare@cityofpensacola.com>; Delarian Wiggins <dewiggins@cityofpensacola.com>; Don Kraher <DKraher@cityofpensacola.com>; Jared Moore <JMoore@cityofpensacola.com>; Jennifer Brahier <JBrahier@cityofpensacola.com>; Teniade Broughton <TBroughton@cityofpensacola.com>
Cc: Emily Madigan <EMadigan@cityofpensacola.com>; Ericka Burnett <EBurnett@cityofpensacola.com>; Deana Stallworth <DeStallworth@cityofpensacola.com>; DC Reeves <DCReeves@cityofpensacola.com>; Amy Miller <AMiller@cityofpensacola.com>
Subject: Pallet Shelter Leases

Councilmembers,

As follow-up to Agenda Conference on Monday, attached please find the updated proposed pallet shelter leases with Offtensive and REAP, incorporating what I understand to be your requested changes. The attached adds Section 6(e), which reads as follows:

No occupant or user of the Leased Property may be charged more than $375 or 25% of such person's gross monthly income, whichever is less, per month for such person's use or occupation of the Leased Premises. Such limitation shall similarly apply on a prorated basis for any period of occupancy or use less than one month. For example, if the limitation is $375 and the person occupies the Leased Property for two days in a 30-day month, the maximum charge would be $25.

Only other change in the leases was to trim up Exhibit A. Per Section 2 of each lease, the function of Exhibit A is to describe the details of the actual shelter units. The prior draft included the shelter unit details, along with additional information from the manufacturer that was included with its proposal (company info, manufacture timing details, etc.). I have removed those extraneous details, so the updated Exhibit A lists only the details of the shelter units, as intended.

Thanks, and please call with any questions, comments or proposed revisions.

Adam C. Cobb
City Attorney
222 W. Main St.
Pensacola, FL 32502
Office: 850-435-1619
Cell: 850-503-1916
acobb@cityofpensacola.com

REAL ESTATE

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.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease"**) is made and entered into this _____ (the "**Effective Date**") by and between THE CITY OF PENSACOLA, a Florida municipal corporation (hereinafter referred to as "**Lessor**") and RE-ENTRY ALLIANCE PENSACOLA, INC, a Florida not-for-profit corporation (hereinafter referred to as "**Lessee**").

WITNESSETH:

WHEREAS, there exists a persistent and pervasive need both locally and nationwide for help and services to individuals experiencing homelessness, which need was exacerbated by the COVID-19 pandemic;

WHEREAS, Lessee is a not-for-profit corporation whose charitable purpose includes provision of help and services to individuals experiencing homelessness in the greater Pensacola area; and

WHEREAS, Lessor is or will be the owner of certain modular sleeping shelters and hygiene units that it desires to be used to help and meet the needs of individuals experiencing homelessness in the greater Pensacola area.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, Lessor and Lessee hereby agree as follows:

Section 1. Recitals

The recitals set forth above are hereby acknowledged by Lessor and Lessee as true and correct and are incorporated into the body of this Lease by this reference.

Section 2. Description of Leased Property

Upon the terms and subject to the conditions set forth in this Lease, Lessor leases to Lessee and Lessee agrees to lease from Lessor the following:

> Fourteen (14) 70 square foot S2 Sleeper units with the standard features of each such unit, all as more particularly described in Exhibit A attached hereto (collectively, the "**Leased Property**").

Section 3. Term of Lease

Subject to the terms of this Lease, Lessee shall have the right to occupy and use the Leased Property commencing on the Delivery Date (defined below) and continuing thereafter for a period of 15 years (the "**Term**").

Section 4. Rent

This Lease is given in consideration of the respective covenants and obligations of the parties as set forth herein, and except, as otherwise expressed in this Lease, no monetary rent shall be due from Lessee.

Section 5. Taxes

Lessee shall pay, or cause to be paid, prior to delinquency all taxes assessed against and levied upon each of the Leased Property and the Real Estate.

Section 6. Permitted Use of Leased Property

(a) Lessee shall use the Leased Property for the sole purpose of providing temporary housing and related hygiene to individuals experiencing homelessness, and for no other use without the prior written consent of Lessor, which consent will be in Lessor's sole and absolute discretion.

(b) The Leased Property shall be located and used solely at the real estate commonly known as 1551 West Blount Street, located in Pensacola, Florida (the "**Real Estate**"), and will not be removed from the Real Estate without the prior written consent of Lessor, which consent will be in Lessor's sole and absolute discretion.

(c) Lessee shall not use or allow the Leased Property to be used or except in full compliance with all documents of record and all applicable laws, regulations, and ordinances.

(d) Lessee shall not commit or allow to be committed any nuisance, illegal act, or other act against public policy at or about the Leased Property. Lessee shall not deface or damage or allow the Leased Property to be defaced or damaged, ordinary wear and tear excepted.

(e) No occupant or user of the Leased Property may be charged more than $375 or 25% of such person's gross monthly income, whichever is less, per month for such person's use or occupation of the Leased Property. Such limitation shall similarly apply on a prorated basis for any period of occupancy or use less than one month. For example, if the limitation is $375 and the person occupies the Leased Property for two days in a 30-day month, the maximum charge would be $25.

The use contemplated by (a)-(e) above may hereafter be referred to as the "**Permitted Use**."

Section 7. Delivery Date

(a) The Leased Property is manufactured off-site by Lessor's contractor. Lessor will order the Leased Property to be manufactured following satisfaction of the Conditions Precedent set forth below. Following manufacture, the Leased Property will be

delivered to and assembled at the Real Estate by Lessor's contractor. The date of delivery of the Leased Property will hereinafter be the "**Delivery Date**."

(b) Notwithstanding anything herein to the contrary, the following are conditions precedent to the manufacture or delivery of the Leased Property ("**Conditions Precedent**"):

i. Lessee shall have procured, at its sole expense, each and every permit and governmental approval required for the lawful installation and use of the Leased Property upon the Real Estate as contemplated hereby and delivered proof of the same to Lessor.

ii. Lessee shall have performed, at its sole expense, all site work at and about the Real Estate required, in the reasonable discretion of Lessor and its contractor(s), to enable installation of the Leased Property for the Permitted Use, including, without limitation, site grading and utility installation.

iii. Lessee shall have delivered proof of the insurance required under this Lease to Lessor.

iv. Lessee shall have delivered to Lessor proof of readily available, unencumbered funds sufficient to keep and maintain the Leased Property and fulfill its obligations under this Lease for a period of no less than one year, in form and substance reasonably satisfactory to Lessor.

v. Lessee shall have demonstrated its possession of or ability to acquire equipment necessary to unload the unassembled Leased Property upon delivery (e.g. a forklift of sufficient size and capacity).

vi. Lessee shall have performed such other actions or provided such other information and documents as may be reasonably requested by Lessor or its contractor(s) to confirm Lessee's compliance with the terms of this Lease and to enable the manufacture and installation of the Leased Property upon the Real Estate.

vii. Lessee shall have demonstrated to Lessor's reasonable satisfaction Lessee's arrangements and agreements in place for itself and/or other agencies to provide supportive services to occupants of the Leased Property during the Term of this Lease, such as mental health counseling, substance abuse treatment or employment assistance.

Section 8. <u>Alterations</u>

With the exception of improvements which are required to satisfy Lessee's obligations under Section 11 below which are made in strict accordance with the terms and conditions of this

Lease, Lessee shall make no exterior or interior alterations, changes or improvements in or to the Leased Property without the prior written approval of Lessor, which approval shall be in Lessor's sole discretion. Any such alterations, changes or improvements so approved by Lessor shall be made by Lessee at its sole cost and expense and shall be accomplished in a good and workmanlike manner in compliance with all applicable laws and building regulations. Lessee hereby completely and fully indemnifies Lessor against all mechanics' and materialmen's liens and other liens or claims which may arise in connection with the making of alterations, changes or improvements to the Leased Property; provided, however, that no person or party providing labor or materials with respect to such alterations, changes or improvements shall be entitled to claim any lien therefor upon the Leased Property.

Section 9. Right to Entry

Lessee shall permit Lessor and Lessor's representatives and independent contractors at any time during usual business hours (or after hours if reasonably deemed necessary by Lessor) to enter the Real Estate and the Leased Property for the purpose of installing and thereafter inspecting same and verifying compliance with the terms of this Lease.

Section 10. Utilities and Janitorial Services

Lessee shall arrange for delivery of and payment for all water, sewer, gas, heat, electricity (including without limitation electricity for exterior lighting), power, steam, telephone or other desired utilities and services to the Leased Property, together with any taxes thereon. Lessee shall also be responsible for all janitorial services to the Leased Property.

Section 11. Possession and Maintenance

Lessee acknowledges that it will and does hereby accept the Leased Property in its as-is condition as of the Delivery Date with no obligation of the Lessor to make any improvements, repairs, or replacements whatsoever thereto. Lessee shall, at all times, keep the Leased Property in good order, condition and repair with all appropriate maintenance and replacement as shall be necessary to comply herewith, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital, or noncapital, or the fault or not the fault of Lessee its agents, employees, invitees, visitors, and contractors, all at Lessee's sole cost and expense. In pursuance of this obligation of maintenance, Lessee agrees to cause the Leased Property to comply with all laws and ordinances and all valid rules and regulations of any federal, state, municipal or other public authority having jurisdiction over the Leased Property and further agrees to make all repairs, restorations, and replacements as is necessary in connection with the same and in the same quality and class equal to the original work or installations.

Section 12. Insurance

Lessee shall procure and maintain at all times during the Term, insurance of the types and to the limits specified herein issued by insurer(s) qualified to do business in Florida. Lessee acknowledges and agrees that the types and minimum limits of insurance herein required may

become inadequate following during the Term of this Lease, and, therefore agrees that the minimum limits may be increased to commercially reasonable limits and/or additional types of insurance may be required by Lessor from time to time during the Term of this Lease.

Unless otherwise agreed by Lessor in writing, the amounts, form, and type of insurance shall conform to the following minimum requirements:

(a) Commercial General Liability Coverage. Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability forms filed by the Insurance Services Office. Lessor shall not be considered liable for premium or deductible payment or entitled to any premium return or dividend or be considered a member of any mutual or reciprocal company. Minimum limits of $2,000,000 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 policy coverage and the total amount of coverage required. Coverage must be provided for bodily injury and property damage liability for premises and operations. The coverage shall be written on occurrence-type basis and Lessor must be listed as an additional insured. 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.

(b) Lessee's required insurance shall be documented in Certificates of Insurance furnished to Lessor that list this Lease and provide that Lessor shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If requested by Lessor, Lessee shall furnish copies of Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies, when such become available to Lessee. Certificates shall be on the "Certificate of Insurance" form reasonably acceptable to Lessor. Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies reasonably acceptable to Lessor and shall file with Lessor Certificates of Insurance under the new policies at least 15 days prior to the Effective Date of such cancellation, adverse change, or restriction. Notwithstanding the foregoing, Lessee's failure to timely deliver new Certificates of Insurance in accordance with the foregoing sentence shall not constitute an event of default under this Lease so long as there is no lapse in any insurance coverage.

The insurance coverage required of Lessee shall be considered primary, and all other insurance shall be considered as excess, over and above Lessor's coverage, if any.

Section 13. <u>Liens</u>

Notwithstanding any contrary provision in this Lease, the interest of Lessor in the Leased Property shall not be subject to statutory construction liens arising by reason of improvements made by Lessee, and Lessee shall have no authority to create liens for labor or material on or against Lessor's interest in the Leased Property. Lessee agrees to notify any materialman, supplier, contractor, mechanic or laborer involved with work on the Leased Property at Lessee's request that he must look only to Lessee for payment and that Lessee has no authority whatsoever to bind Lessor or Lessor's property interests.

Section 14. Lessee Covenants, Representations and Warranties

(a) Lessee is a not-for-profit corporation duly formed and validly existing under the laws of the State of Florida. Lessee has the full right, power and authority to enter into this Lease, to perform under this Lease, and to consummate the transactions contemplated by this Lease and the consummation of the transactions contemplated by this Lease will not violate any other agreement to which Lessee is a party.

(b) This Lease has been duly authorized, executed and delivered by Lessee, creates legal, valid and binding obligations of Lessee, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Lessee or the Real Estate is bound.

(c) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Lease by Lessee, other than has been previously provided in writing to Lessor.

(d) Lessee shall ensure that supportive services, such as mental health counseling, substance abuse treatment or employment assistance, are made available to occupants of the Leased Premises at all times during the Term of this Lease.

Section 15. Indemnity

Lessee, for itself and its officers, directors, agents, members, volunteers, invitees, and guests hereby agrees to indemnify, defend and hold Lessor and its elected and appointed officials, officers, members, directors, employees, contractors, volunteers, representatives and agents harmless from any loss, liability, cost, claim, demand, damage, action, cause of action, and/or suit, including, without limitation, reasonable attorneys' fees, incurred by Lessor that arises out of or in any manner pertains to the Leased Property, the Real Estate, or Lessee's violation of the terms of this Lease. This Section shall survive expiration or termination of this Lease.

Section 16. Assignment and Subletting

Lessee shall not assign any interest in this Lease (whether by sale of assets, merger, consolidation, or otherwise, or by sale or disposition of control or beneficial ownership of Lessee if Lessee is a corporation, partnership, limited liability company, professional association, or some other entity) and/or mortgage or encumber the Leased Property and/or sublease any portion of the Leased Property without first having obtained the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion, and any such assignment or mortgage or encumbrance or sublease made without Lessor's consent shall be void and, at the option of Lessor, shall terminate this Lease.

Section 17. Insolvency or Bankruptcy

(a) Any assignment by Lessee for the benefit of creditors or by operation of law shall not be effective to transfer any rights under this Lease to the assignee, without the prior written consent of Lessor.

(b) If at any time during the Lease Term there shall be filed by or against Lessee in any court, pursuant to any statute either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization or for appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, then Lessee shall be deemed to have breached this Lease. In such an event, Lessor shall have the option to cancel and terminate this Lease with or without notice. If Lessor exercises its option to cancel and terminates this Lease, neither Lessee nor any person claiming through or under Lessee shall be entitled to possession or to remain in possession of the Leased Property but shall forthwith quit and surrender the Leased Property.

Section 18. Defaults and Remedies

(a) Lessee Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

(1) The failure of Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee where such failure shall continue for a period of 30 days after written notice thereof from Lessor to Lessee; provided however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said 30 day period and thereafter diligently pursues such cure to completion, provided that in no event shall the cure period exceed 60 days;

(3) The making by Lessee of any general assignment for the benefit of creditors;

(4) The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within 90 days);

(5) The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets or of Lessee's interest in this Lease;

(b) Lessor Remedies. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand (except as specified in subsection 18(a) above) and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(1) Terminate Lessee's right to possession of the Leased Property by any lawful means, in which case this Lease shall terminate and Lessee shall, at Lessee's sole expense, immediately surrender and deliver the Leased Property to Lessor at such location as Lessor my direct within the City of Pensacola.

(2) Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Leased Property. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease.

(3) Enter onto the Real Estate and access the Leased Property and perform such obligations required of Lessee under this Lease and assess the cost thereof to Lessee.

(4) Pursue any other remedy now available at law or in equity

(c) Lessee Remedies. In the event of failure of Lessor to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessor where such failure shall continue for a period of 30 days after written notice thereof from Lessee to Lessor, Lessee, as its sole and exclusive remedy, may terminate this Lease by written notice to Lessor.

Section 19. Surrender of Possession

Lessee agrees to vacate and surrender to Lessor possession of the Leased Property at the expiration or termination of this Lease, by lapse of time or otherwise, in as good a condition as when Lessee received the same at the Delivery Date following assembly, excepting only ordinary wear and tear. Immediately following such expiration or termination, Lessee shall, at Lessee's sole expense, deliver the Leased Property to Lessor in such manner and at such location within the City of Pensacola as Lessor my direct. This Section shall survive expiration or termination of this Lease.

Section 20. Demands and Other Instruments

All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the term of this Lease shall be in writing and shall be personally delivered, sent by Federal Express or other overnight or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid (and shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt), or by telecopy or electronic transmission (with proof of transmission and receipt):

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

With a copy to:

City of Pensacola
Attn: City Attorney
222 W. Main Street
Pensacola, FL 32502

Lessee: Re-Entry Alliance Pensacola, Inc.

_____
_____
_____
_____

With a copy to:

_____
_____
_____

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing and deliver to the other party.

Section 21. Severability

If under present or future laws effective during the Term of this Lease any clause or provision of this Lease is invalid or unenforceable, it is the intent of the parties that the remaining provisions of this Lease shall not be affected thereby. The captions of the paragraphs are added as a matter of convenience only and shall not be considered in construing any provisions of this Lease. The words, "Lessor" and "Lessee," and the words, "it" or "its," used with reference to the Lessor and Lessee, shall apply to individuals (male or female), partnerships, firms, associations and corporations, whichever is appropriate.

Section 22. Amendment or Modification

Lessee acknowledges and agrees that this Lease represents the entire agreement between the parties relating to the transactions contemplated hereby and it has not relied upon any statement, representation or agreement made by Lessor or any of its agents or representatives except as are expressed in this written Lease and that no amendment, modification or extension of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

Section 23. Successors

All terms, conditions and agreements to be kept and performed by the parties hereto shall be applicable to and binding upon their respective heirs, personal representatives, successors and assigns.

Section 24. Radon Gas

Lessor notifies Lessee as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

Section 25. Headings

The headings to the various sections of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

Section 26. Counterparts

This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 27. Applicable Law and Venue; Waiver of Jury Trial

This Lease shall be construed under and enforced in accordance with the laws of the State of Florida. Venue for any claim, action or proceeding arising out of or based upon this Lease shall be Escambia County, Florida. Neither Lessor nor Lessee shall seek a jury trial on any lawsuit, proceeding or counterclaim based upon or arising out of this Lease, or the relationship between the parties hereto as Lessor and Lessee. The provisions of this paragraph shall survive the termination or expiration of this Lease.

Section 28. All Genders and Numbers Included

Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this Lease, it shall equally apply to, extend to and include the other.

Section 29. Miscellaneous

(a) The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Lessor will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Lessee shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Lessee.

(b) In compliance with the provisions of Section 448.095, Florida Statutes, Lessee certifies that it and any contractors used by Lessee in performance of its obligations under this Lease 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, if and to the extent required by said Statute.

(c) If Lessee is not a governmental entity under Section 287.138(1), Florida Statutes, Lessee agrees that, prior to this Lease being executed, renewed, or extended between the parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing Lessor with an affidavit signed by an officer or representative of Lessee under penalty of perjury attesting that Lessee does not use coercion for labor or services, as those terms are defined in that Section 787.06.

(d) Lessee agrees that, in its use of the Leased Property and performance under this Lease, it will not discriminate on the basis of race, religion, creed, color, national origin, sex, age, disability, or any other basis prohibited by applicable law.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

CITY OF PENSACOLA, a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to form:

_____
Adam C. Cobb, City Attorney

Lease – signature page

LESSEE:

RE-ENTRY ALLIANCE PENSACOLA, INC.

By:_____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 202__, by _____, as _____ of the Re-Entry Alliance Pensacola, Inc., for and on behalf of said organization, who ( ) is personally known to me or ( ) has produced a driver's license as identification.

_____

Print: _____
NOTARY PUBLIC
[SEAL]

Lease – signature page

EXHIBIT A TO LEASE

[Specs for Leased Property to be attached]

S2 SLEEPER | (70 sq. ft. | 6.5 m2)

The Pallet® S2 Sleeper is our new line in safe, dignified, rapid-response shelter solutions. Our industry-leading design features a mono-pitch roof, smooth exterior and interior panels, improved energy efficiency, and protection from the elements. The S2 Sleeper is also designed for rapid deployment and assembly.

The 70 sq. ft. (6.5 m2) model is perfect for one person or a couple.

Standard Features

1. Residential windows with advanced Low-E insulated glass
2. Integrated customizable wire shelving system
3. 120V convenience plugs
4. Interior LED lighting
5. Smoke/CO detector combo unit
6. Pedestal leveling system
7. Heater and A/C units

Optional

Freestanding Twin XL bed frame and mattress with bedbug-resistant cover

Freestanding desk

Programmable digital keypad entry

Generator Quick-Connect enables generator compatibility

Benefits

Rapid: Our new patent pending connection system has fewer bolts, bringing installation time down to under an hour. This means an entire village community of interim shelter can be built in a day.

Safe: Each shelter is equipped with a solid core front door with kick plate and peephole; robust fire, snow, and wind ratings; and an egress window and fire extinguisher in case of emergency.

Dignified: Locking doors, residential windows, easily accessed interior lighting, and climate control options offer residents a comfortable and dignified space to plan their next steps.

Technical Specifications

Interior Dimensions	10' W x 7' D x 6'9½" to 7'8" H	304.8 cm W x 213.4 cm D x 207 cm to 233.7 cm H
Square Footage	70 sq. ft.	6.5 m2
Shelter Weight	Approx. 900 lb.	Approx. 408 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B
Design Snow Load	Up to 40 lb. per sq. ft. (Standard) Up to 80 lb. per sq. ft. (High Load)	1.9 kPa (Standard) 3.83 kPa (High Load)

Class B Fire rating for panel skin
Class C Fire rating for full assembly

Our 2750W & 4500W climate control system can maintain comfortable interior temperatures when the temperature outside drops as low as -40 F | -40 C and rises up to 120 F | 48 C

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

S2 SLEEPER (70 SQ. FT.)

Standard Product Specifications

Pallet

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	10'6¼" W x 7'6 1/2" D	320.7 cm W x 229.9 cm D
Exterior Dimensions, Wall-to-Wall	10'3" W x 7'3" D	312.4 cm W x 221 cm D
Interior Dimensions, Wall-to-Wall	10' W x 7' D	304.8 cm W x 213.4 cm D
Overall Height	8'7½" H	262.9cm H
Min/Max Ceiling Height	6'9½" to 7'8" H	207 cm to 233.7 cm
Interior Square Footage	70 sq. ft.	6.5 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Solid Core Door	1 @ 36" x 80"	1 @ 91.4 cm x 203.2 cm
Casement Egress Window	1 @ 36" x 36"	1 @ 91.4 cm x 91.4 cm
Additional Double Pane Insulated Windows	1 @ 24" x 30"	1 @ 61 cm x 76.2 cm

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Weight of Unit (Including Standard Features & Max Occupancy Beds)	Approx. 900 lb.	Approx. 408 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,500 lb.	Up to 680 kg
Design Snowload Rating	Up to 40 lb. per sq. ft. (Standard) Up to 80 lb. per sq. ft. (High Load)	1.9 kPa (Standard) 3.83 kPa (High Load)
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	
Max # of Beds and Size (Twins, Fulls, etc)	1 Twin XL	
Twin XL Bed Weight Limit	1,500 lbs	680 kg

Delta T

DESCRIPTION	STANDARD SPECIFICATIONS	
120V 2,750W Heater	90F	50C
240V 4,500W Heater	120F	66C

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel
Windows	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1.5"	3.8 cm
Roof	2"	5.1 cm
Floor	0.5"	1.3 cm

Infrastructure Requirements

DESCRIPTION	STANDARD SPECIFICATIONS
Electrical Connection	120V or 240V Service Options Available
Tie Down Requirement per Corner	Up to 1,500 lb. / 680 kg (Depends on local wind rating)

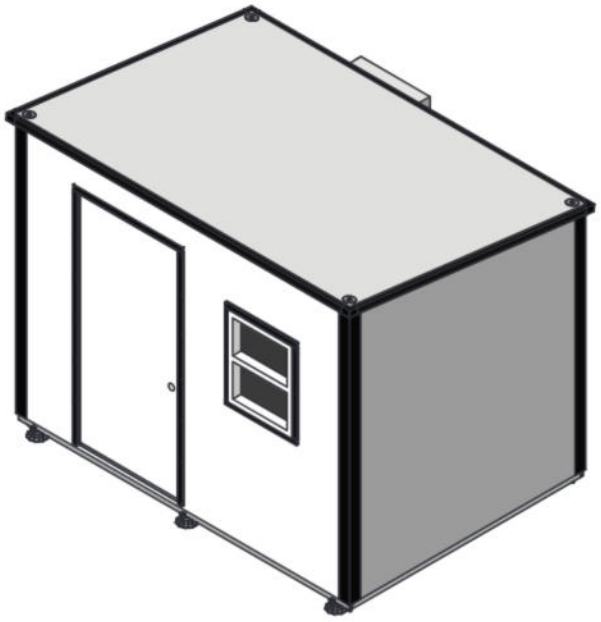
*NOTE: For installation on different soil types, please refer to the infrastructure guide.

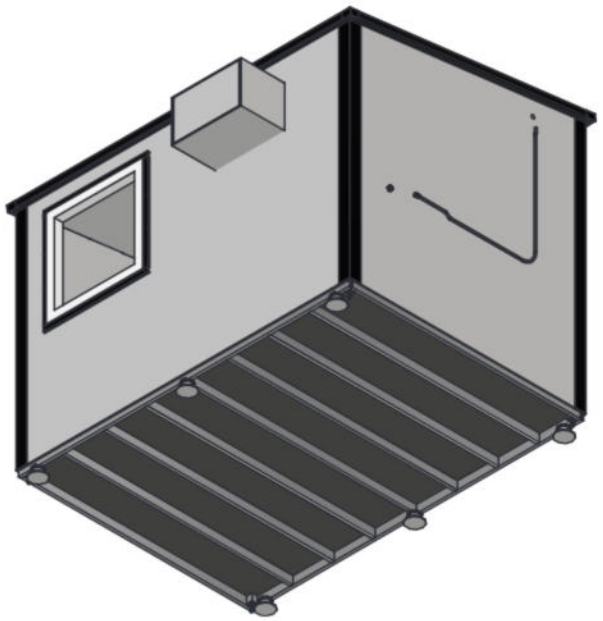
Standard Features

- Locking solid core door w/ master key
- Emergency egress casement window
- Vinyl frame with dual pane Low-E glass windows
- Adjustable shelving
- Three 120V outlets
- Interior LED lighting
- Hardwired CO/smoke detector with battery backup
- Wall-mounted fire extinguisher
- Exterior-mounted breaker box
- Wall mounted Pic-A-Watt 1,250W-2,750W or 2,250W-4,500W heater
- Thru-wall 8,000 BTU A/C unit

Optional Accessory Features

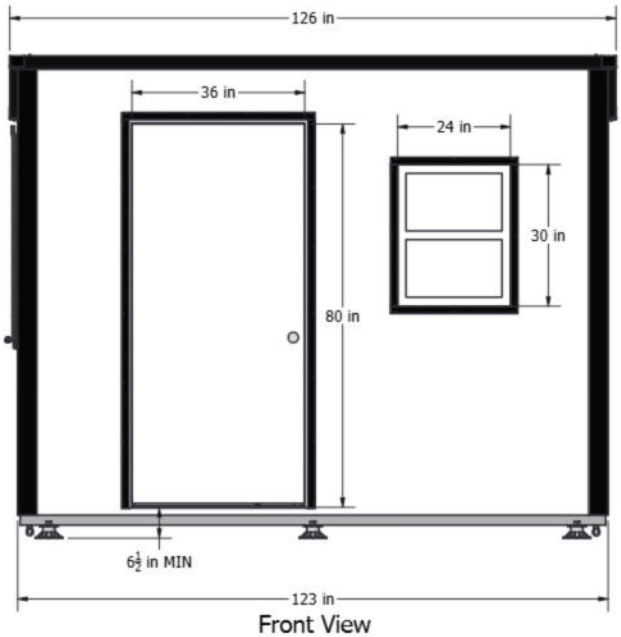
- Desk
- Twin XL bed frame
- Twin XL 'Relief Bed' 38"x 80" (96.5cm x 203.2cm) mattress
- Programmable digital keypad entry
- Exterior light
- Generator Quick-Connect



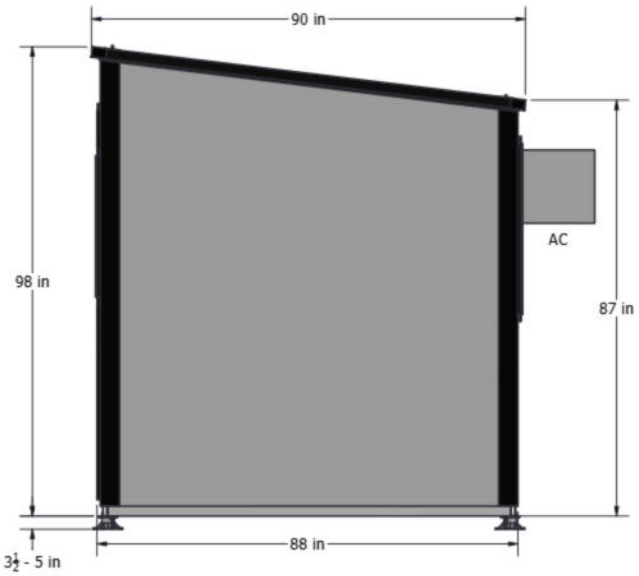


Pallet

DRAWN BY	TrevorRussell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	TITLE: S2 70 w/ Accessories — REV: G
DATE	10/3/2023		Released — SHEET 1 OF 7



Front View



Side View (Right)

Pallet

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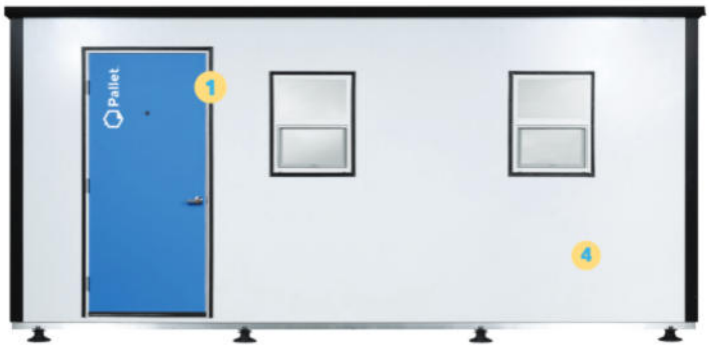
DATE	10/3/2023		Released — SHEET 2 OF 7

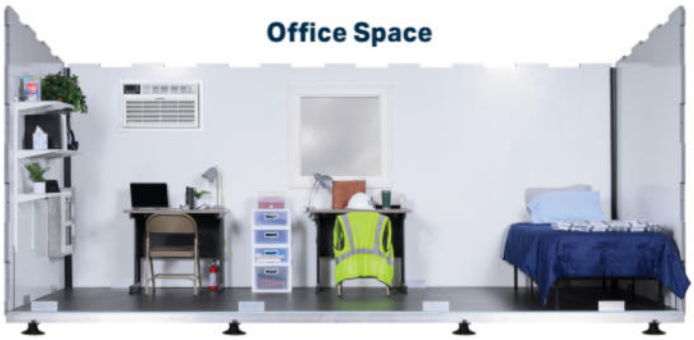
S2 SLEEPER | (120 sq. ft. | 11.15 m2)

Pallet

The Pallet™ S2 Sleeper is our industry-leading line of safe, durable, rapid-response shelters. Designed for rapid deployment and assembly, the S2 Sleeper also features energy efficient construction, smooth exterior and interior panels, and climate control options fit for any conditions.

The 120 sq. ft. (11.15 m2) is a comfortable and dignified space for two people or families to plan their future, and can also be used as office space and storage for onsite service provider staff.





Standard Features

1. Durable solid core residential exterior door and frame
2. Structurally insulated FRP walls
3. Heater and A/C units
4. Inorganic mold-, mildew-, and pest-resistant construction materials
5. Interior LED lighting
6. Smoke/CO detector combo unit
7. Integrated customizable wire shelving system

Optional

Freestanding Twin XL bed frame and mattress with bedbug-resistant cover

Freestanding desk

Programmable digital keypad entry

Benefits

Safe: Our patent pending structural panel system creates tight corner fittings and energy efficiency. Robust fire, wind, and snow load ratings are fit for even extreme weather and storm- prone locales.

Adaptable: An adjustable pedestal leveling system makes the S2 Sleeper ready for a variety of terrains, and the tie-down system anchors the roof to the floor for structural integrity in variable conditions.

Versatile: In addition to its use as private, comfortable sleeping quarters for two people or families, the 120 square foot (11.15 m2) model of the S2 Sleeper can also be converted as office and storage space.

Technical Specifications

Interior Dimensions	17'2" W x 7' D x 6'9½" to 7'8" H	523.2 cm W x 213.4 cm D x 207 cm to 233.7 cm H
Square Footage	120 sq. ft.	11.15 m2
Shelter Weight	1,300 lb.	590 kg
Wind Rating	Up to 155 mph sustained	Up to 250 kmh sustained
Snow Load Rating	40 lb. per sq. ft.	1.9 kPa

Class B Fire rating for panel skin
Class C Fire rating for full assembly

Our 2750W & 4500W climate control system can maintain comfortable interior temperatures when the temperature outside drops as low as -40 F | -40 C and rises up to 120 F | 48 C

BUILT AND DESIGNED IN THE USA

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

S2 SLEEPER (120 SQ. FT.)

Standard Product Specifications

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	17'8¼" W x 7'6½" D	539.1 cm W x 229.9 cm D
Exterior Dimensions, Wall-to-Wall	17'5" W x 7'3" D	530.9 cm W x 221 cm D
Interior Dimensions, Wall-to-Wall	17'2" W x 7' D	523.2 cm W x 213.4 cm D
Overall Height	8'7½" H	262.9 cm H
Min/Max Ceiling Height	6'9½" to 7'8" H	207 cm to 233.7 cm
Interior Square Footage	120 sq. ft.	11.15 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Solid Core Door	1 @ 36" x 80"	1 @ 91.4 cm x 203.2 cm
Casement Egress Window	1 @ 36" x 36"	1 @ 91.4 cm x 91.4 cm
Additional Double Pane Insulated Windows	2 @ 24" x 30"	2 @ 61 cm x 76.2 cm

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Weight of Unit (Including Standard Features & Max Occupancy Beds)	1,300 lb.	590 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,500 lb.	Up to 680 kg
Design Snowload Rating	Up to 40 lb. per sq. ft. (Standard) Up to 80 lb. per sq. ft. (High Load)	Up to 1.9 kPa (Standard) Up to 3.83 kPa (High Load)
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	
Max # of Beds and Size (Twins, Fulls, etc)	2 Twin XL or 1 Full	
Twin XL Bed Weight Limit	1,500 lbs	680 kg

Delta T

DESCRIPTION	STANDARD SPECIFICATIONS	
120V 2,750W Heater	90F	50C
240V 4,500W Heater	120F	66C

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel
Windows	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1.5"	3.8 cm
Roof	2"	5.1 cm
Floor	0.5"	1.3 cm

Infrastructure Requirements

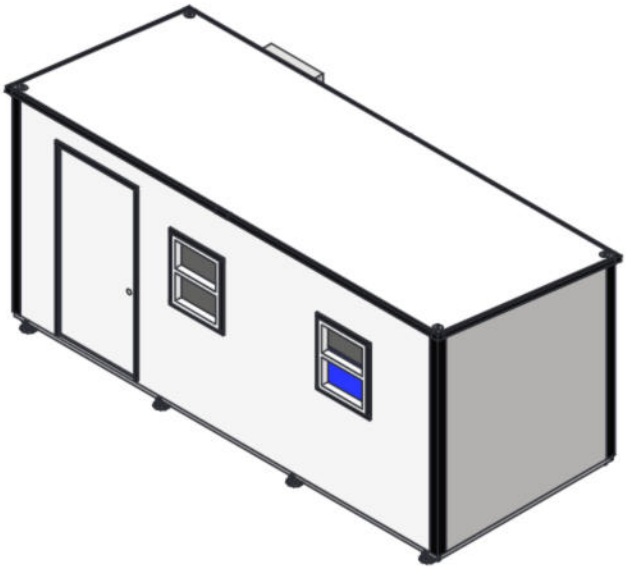
DESCRIPTION	STANDARD SPECIFICATIONS
Electrical Connection	120V or 240V Service Options Available
Tie Down Requirement per Corner	Up to 1,500 lb. / 680 kg (Depends on local wind rating)

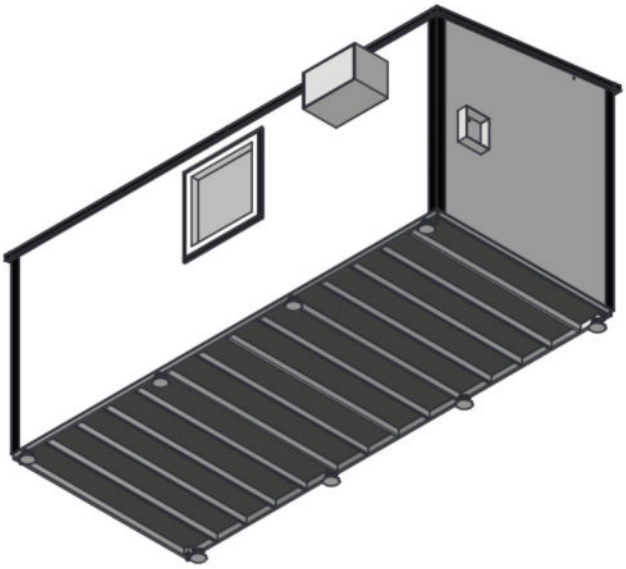
Standard Features

- Locking solid core door w/ master key
- Emergency egress casement window
- Vinyl frame with dual pane Low-E glass windows
- Adjustable shelving
- Three 120V outlets
- Interior LED lighting
- Hardwired CO/smoke detector with battery backup
- Wall-mounted fire extinguisher
- Exterior-mounted breaker box
- Wall mounted Pic-A-Watt 1,250W-2,750W or 2,250W-4,500W heater
- Thru-wall 8,000 BTU A/C unit

Optional Accessory Features

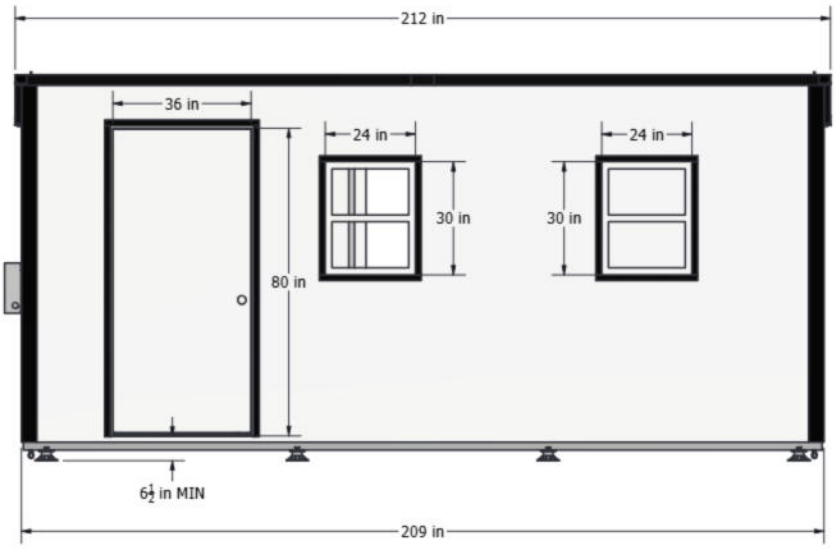
- Desk
- Twin XL bed frame
- Twin XL 'Relief Bed' 38"x 80" (96.5cm x 203.2cm) mattress
- Programmable digital keypad entry
- Exterior light



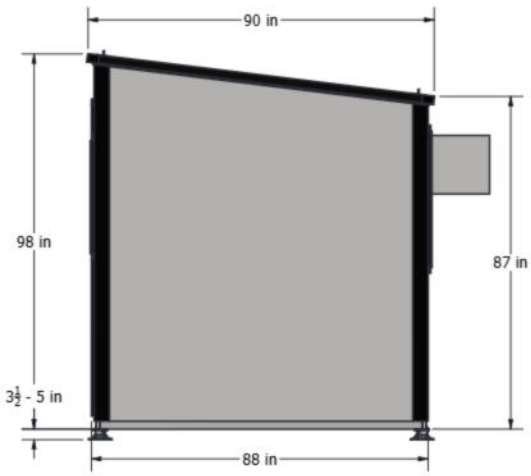


Pallet

DRAWN BY	TrevorRussell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	TITLE 120 Sales Overview / Released / SHEET 1 OF 7 — REV E
DATE	10/3/2023		



Front View



Side View (Right)

Pallet

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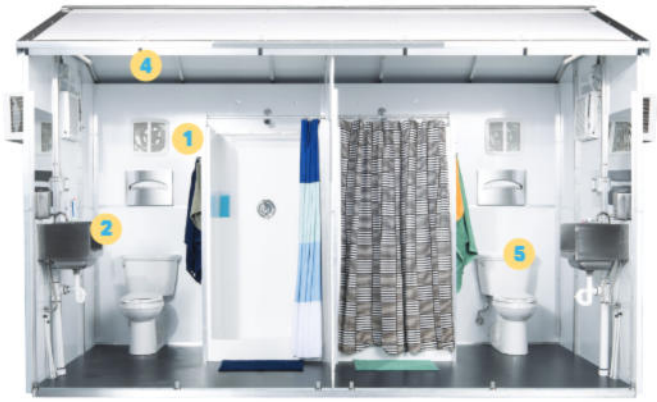
DATE	10/3/2023		

TWO-STALL HYGIENE

Pallet

Based on the proven durability and longevity of our shelter design, this hygiene structure provides a private, lockable space with flushable toilet, a sink, and a shower in each of its two rooms. Easy to install, clean, and maintain, the Two-Stall Hygiene unit is an essential part of any dignified shelter community.



Standard Features

1. Standard flush toilets and hot/cold water sinks and showers
2. Standard sewer and electrical hookups for easy installation
3. Locking doors
4. Heat, A/C, exhaust fan, and humidity sensor
5. Slip-resistant floors
6. Resistant to mold, mildew, and pests

Benefits

Easy to Maintain: Simple layout with easy-to-clean materials and surfaces.

Dignified: The privacy and comfort of lockable doors and standard residential fixtures.

Pre-Built: All units come fully assembled, meaning quick and convenient installation.

Technical Specifications

Interior Dimensions (Stalls)	6'8⅝" W x 7'⅝" D x 7'6" to 8'10" H	204.7 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H
Square Footage	100 sq. ft.	9.3 m2
Shelter Weight	Approx. 2234 lb.	Approx. 1013 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B
Design Snow Load	Up to 80 lb. per sq. ft.	3.83 kPa

Class B Fire rating for panel skin
Class C Fire rating for full assembly

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

TWO-STALL HYGIENE

Pallet

Standard Product Specifications

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	13'11⅝" W x 8'5½" D	425.7 cm W x 257.8 cm D
Exterior Dimensions, Wall-to-Wall	13'9⅞" W x 7'9¾" D	421.3 cm W x 238.1 cm D
Interior Dimensions, Wall-to-Wall, Stalls	6'8⅝" W x 7'⅝" D	204.7 cm W x 214.9 cm D
Overall Height	10' 2" H	309.9 cm H
Min/Max Ceiling Height	7'6" to 8'10" H	228.6 cm to 269.2 cm H
Interior Square Footage	100 sq. ft.	9.3 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Panel Door	(2) 36" x 80" Panel Doors	1 @ 91.4 cm x 203.2 cm
Exhaust Fan with Humidity Sensor	2	

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Weight of Unit (Including Standard Features)	Approx. 2,234 lb.	Approx. 1013 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,800 lb.	Up to 816.47 kg
Design Snow load Rating	Up to 80 lb. per sq. ft.	Up to 3.83 kPa
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9 kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel with aluminum sub frame
Windows (Landry Room Only)	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1¾"	4.4 cm
Roof	1¾"	4.4 cm
Floor	½"	1.3 cm

Infrastructure Requirements

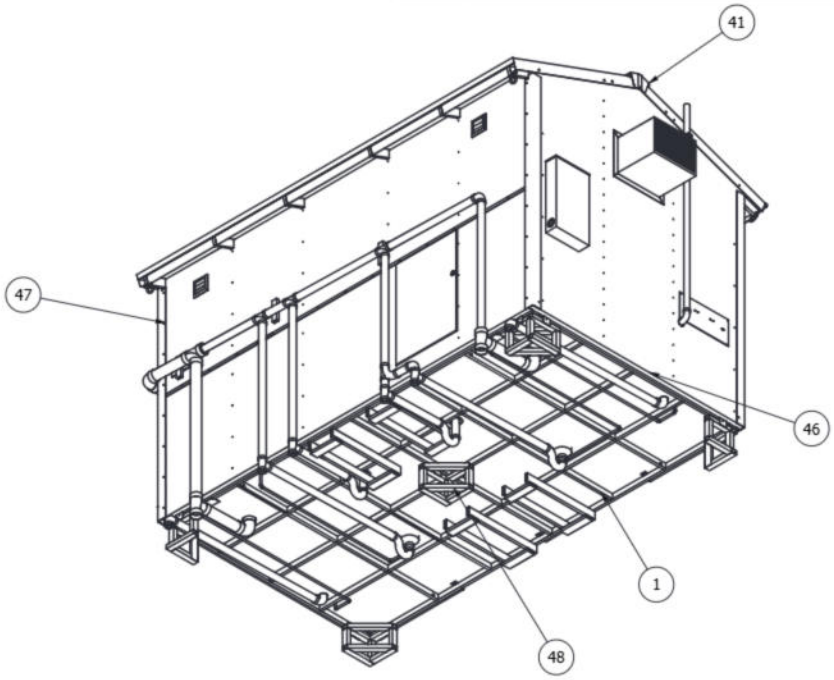
DESCRIPTION	STANDARD SPECIFICATIONS
2-Stall Hygiene	
Electrical Connection	240V 1 PH
Tie Down Requirement per Corner	Up to 1,800 lb. / 1.9 kPa
Water	1/2" NPT
Sewer	(8) PVC Drains

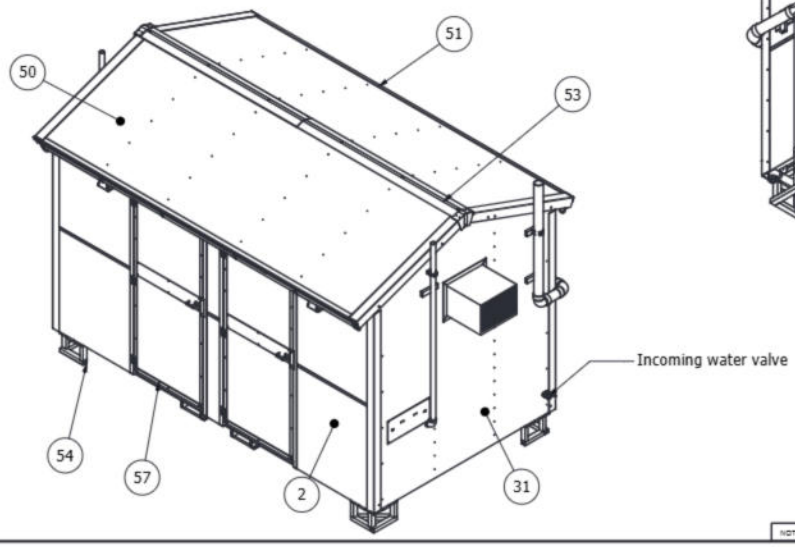
Standard Features

- (2) 36"x 80" panel doors
- (2) 120V outlets
- (2) 4ft LED strip lights
- (2) Photocell controlled exterior LED lights
- (2) Combination heater/AC units (3,850 BTU for heat, 7,500 BTU for cooling)
- (2) Exhaust fans with humidity sensor
- (2) Accessible Toilets, (2) showers, (2) sinks
- On demand (tankless) electric water heater

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
1	31081	2 Stall Base Assembly	1
2	31135	2 Stall Front Wall Final Assy	1
31	31164	Final Assembly Side Wall 2 Stall Right	1
41	11592	Ridge Cap End Cap	2
46	Side Wall 2 Stall Left Final Assy	Final Assembly Side Wall Left 2 Stall Ridge	1
47	34013	Wall Back ADA 2 Stall - 2 Stall Standard	1
48	400041	Hygiene Stand Full Assy Center	1
50	50125	Final Assembly Roof Front Hygiene HD	1
51	50127	Final Assembly Roof Back Hygiene HD	1
53	10039	100 sqft Ridge Cap Assy	1
54	20117	Hygiene Stand Full Assy	4
57	10476	Final Assembly Hygiene Door	2

REVISION HISTORY		
REV	DESCRIPTION	DATE
A	Original Release	9/10/2024

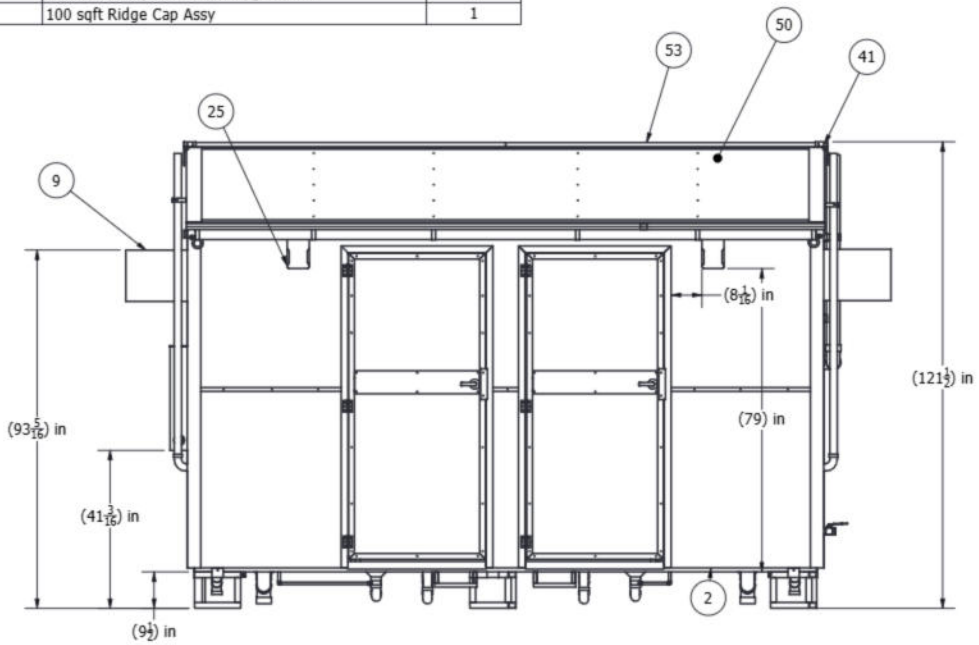




DRAWN BY	Dan Bandor	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/64 ANGULAR ±1° X.X ±.05 X.XX ±.03 X.XXX ±.01	TITLE: 2 Stall Hygiene Unit
DATE	9/3/2024		
CHECKED BY	Aaron Scott		
DATE	9/9/2024		
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30536
DATE	9/10/2024		REV: A
APPROVED BY	Greg Hillhouse		Released
DATE	9/10/2024		SHEET 1 OF 12

NOT TO SCALE

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
2	31135	2 Stall Front Wall Final Assy	1
9	11433	AC Heater 7500 BTU 115V Window	2
25	11436	Light Exterior LED	2
41	11592	Ridge Cap End Cap	2
50	50125	Final Assembly Roof Front Hygiene HD	1
53	10039	100 sqft Ridge Cap Assy	1



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DATE	9/3/2024		
CHECKED BY	Aaron Scott		
DATE	9/9/2024		
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30536
DATE	9/10/2024		REV: A
APPROVED BY	Greg Hillhouse		Released
DATE	9/10/2024		SHEET 2 OF 12

NOT TO SCALE

ACCESSIBLE HYGIENE + HALF BATH

The same features as our standard unit with the added benefit of an additional half bath. Perfect for adding bathroom capacity or as an admin storage, this 100 square foot unit offers turnkey installation ease and familiar residential fixtures.

Standard Features

1. Standard flush toilets and hot/cold water sinks and showers
2. Fold-down shower bench
3. Standard sewer and electrical hookups for easy installation
4. Second half bath or space for storage
5. Locking doors
6. Heat, A/C, exhaust fan, and humidity sensor
7. Slip-resistant floors
8. Resistant to mold, mildew, and pests

Benefits

Accessible: Designed with accessibility features that support every Pallet village resident.

Easy to Clean: Inorganic materials make cleaning and sanitizing an easy task.

Versatile: Attached half-bathroom unit can double as storage space.

Technical Specifications

Interior Dimensions (Accessible)	10' W x 7'⅝" D x 7'6" to 8'10" H	304.8 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H
Interior Dimensions (Half Bath)	3'4½" W x 7'⅝" D x 7'6" to 8'10" H	102.8 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H
Square Footage	100 sq. ft.	9.3 m2
Shelter Weight	Approx. 2116 lb.	Approx. 960 kg.
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B
Design Snow Load	Up to 80 lb. per sq. ft.	Up to 3.83 kPa

Class B Fire rating for panel skin
Class C Fire rating for full assembly

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

ACCESSIBLE HYGIENE + HALF BATH

Pallet

Standard Product Specifications

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	13'11⅝" W x 8'5½" D	425.7 cm W x 257.8 cm D
Exterior Dimensions, Wall-to-Wall	13'9⅞" W x 7'9¾" D	421.3 cm W x 238.1 cm D
Interior Dimensions, Wall-to-Wall, Accessible Stall	10' W x 7'⅝" D	304.8 cm W x 214.9 cm D
Interior Dimensions, Wall-to-Wall, Half Bath Stall	3'4½" W x 7'⅝" D	102.8 cm W x 214.9 cm D
Overall Height	10' 2" H	309.9 cm H
Min/Max Ceiling Height	7'6" to 8'10" H	228.6 cm to 269.2 cm H
Interior Square Footage	100 sq. ft.	9.3 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Panel Door	(1) 36" x 80" Panel Doors (1) 32" x 80" Panel Doors	1 @ 91.4 cm x 203.2 cm 1 @ 81.3 cm x 203.2 cm
Exhaust Fan with Humidity Sensor	2	

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Accessible + Half Bath		
Weight of Unit (Including Standard Features)	Approx. 2,116 lb.	960 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,800 lb.	Up to 816.47 kg
Design Snow load Rating	Up to 80 lb. per sq. ft.	Up to 3.83 kPa
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9 kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel with aluminum sub frame
Windows (Landry Room Only)	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1¾"	4.4 cm
Roof	1¾"	4.4 cm
Floor	½"	1.3 cm

Infrastructure Requirements

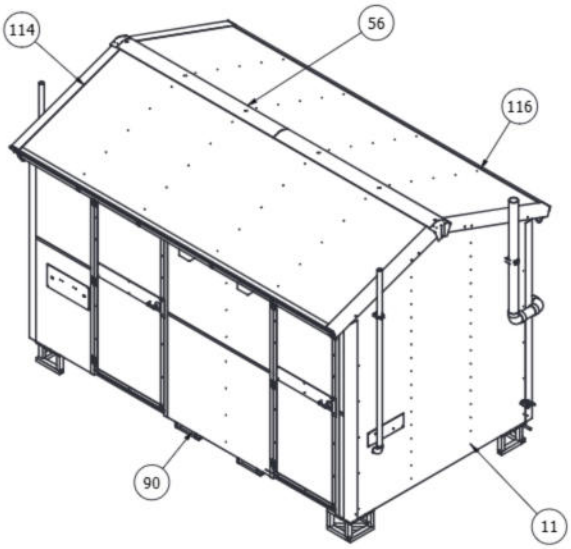
DESCRIPTION	STANDARD SPECIFICATIONS
Electrical Connection	240V 1 PH
Tie Down Requirement per Corner	Up to 1,800 lb. / 1.9 kPa
Water	1/2" NPT
Sewer	(7) PVC Drains

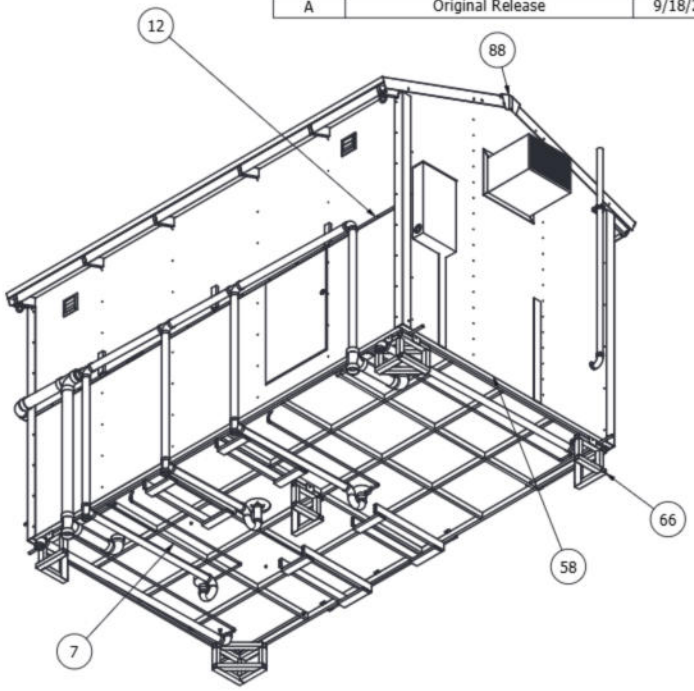
Standard Features

- (1) 36"x 80" panel door
- (1) 32"x 80" panel door
- (2) 120V outlets
- (2) 4ft LED strip lights
- (2) Photocell controlled exterior LED lights
- (1) Combination heater/AC unit (3,850 BTU for heat, 7,500 BTU for cooling)
- (2) Exhaust fans with humidity sensor
- (1) Accessible toilet, (1) accessible shower, and (1) accessible sink
- (1) Standard toilet and (1) standard sink (same toilet as installed in accessible unit)
- On demand (tankless) electric water heater

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
7	34009	Final Assy. Base Floor Accessible 2 Stall	1
11	34012	Final Assy. Side Wall Right Accessible	1
12	34013	Final Assy.Wall Back Accessible 2 Stall	1
56	10039	Final Assy.100 sqft Ridge Cap	1
58	34060	Final Assembly Side Wall Accessible 2 Stall Ridge	1
66	20117	Hygiene Stand Full Assy	5
88	11592	Ridge Cap End Cap	2
90	34087	Final Assembly Wall Front Accessible 2 Stall	1
114	50125	Final Assembly Roof Front Hygiene HD	1
116	50127	Final Assembly Roof Back Hygiene HD	1

REVISION HISTORY		
REV	DESCRIPTION	DATE
A	Original Release	9/18/2022

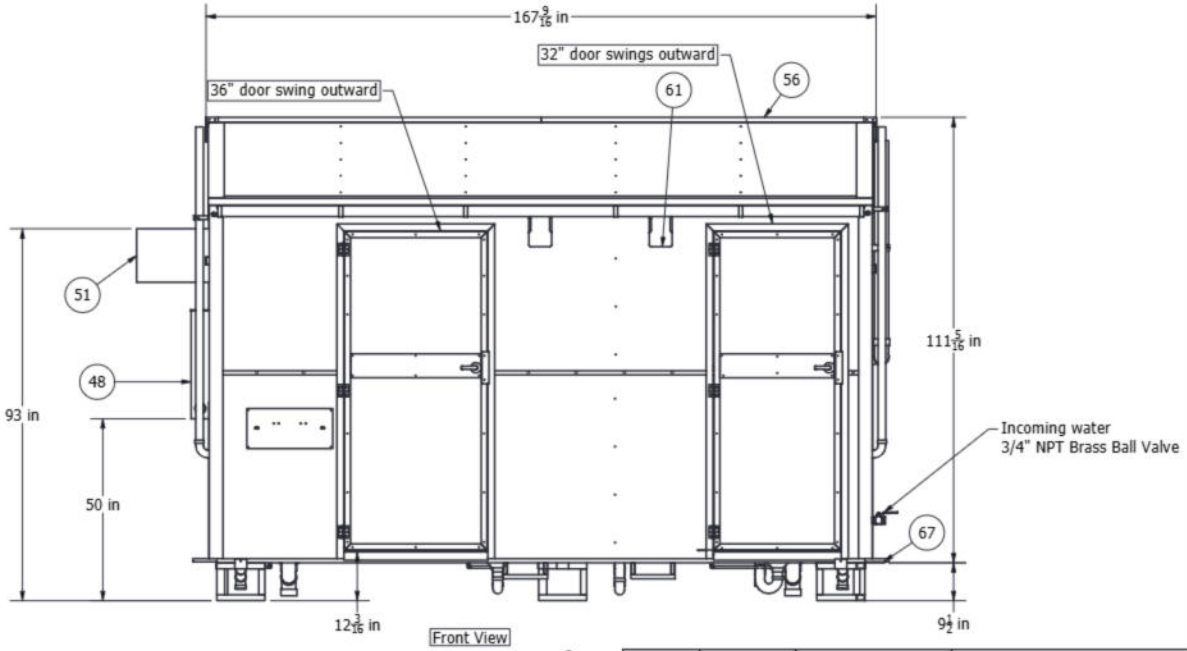




DRAWN BY	dan bondar	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±⅛, ANGULAR ±1° XX ±.05 XXX ±.03 XXXX ±.01	TITLE: Final Assembly Accessible 2 Stall High Load
DATE	9/3/2024		
CHECKED BY	Aaron Scott		
DATE	9/11/2024		
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30537
DATE	9/10/2024		REV: A
APPROVED BY	Greg Hilhaland		Released
DATE	9/18/2024		SHEET 1 OF 14
NOT TO SCALE			

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
48		Hygiene Electrical Loadcenter Panel	1
51	11433	AC Heater 7500 BTU AC 115 Window	1
56	10039	Final Assy.100 sqft Ridge Cap	1
61	11436	Light Exterior LED	2
67	10296	Hold Down Rod 100 SF	4

Loadcenter supplied by electrical contractor



Front View

DRAWN BY	dan bondar	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±⅛, ANGULAR ±1° XX ±.05 XXX ±.03 XXXX ±.01	TITLE: Final Assembly Accessible 2 Stall High Load
DATE	9/3/2024		
CHECKED BY	Aaron Scott		
DATE	9/11/2024		
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30537
DATE	9/10/2024		REV: A
APPROVED BY	Greg Hilhaland		Released
DATE	9/18/2024		SHEET 2 OF 14
NOT TO SCALE			

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease"**) is made and entered into this _____ (the "**Effective Date**") by and between THE CITY OF PENSACOLA, a Florida municipal corporation (hereinafter referred to as "**Lessor**") and OFFENTSIVE CORP, a Florida not-for-profit corporation (hereinafter referred to as "**Lessee**").

WITNESSETH:

WHEREAS, there exists a persistent and pervasive need both locally and nationwide for help and services to individuals experiencing homelessness, which need was exacerbated by the COVID-19 pandemic;

WHEREAS, Lessee is a not-for-profit corporation whose charitable purpose includes provision of help and services to individuals experiencing homelessness in the greater Pensacola area; and

WHEREAS, Lessor is or will be the owner of certain modular sleeping shelters and hygiene units that it desires to be used to help and meet the needs of individuals experiencing homelessness in the greater Pensacola area.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, Lessor and Lessee hereby agree as follows:

Section 1. Recitals

The recitals set forth above are hereby acknowledged by Lessor and Lessee as true and correct and are incorporated into the body of this Lease by this reference.

Section 2. Description of Leased Property

Upon the terms and subject to the conditions set forth in this Lease, Lessor leases to Lessee and Lessee agrees to lease from Lessor the following:

> Thirteen (13) 70-square foot S2 Sleeper units and one (1) accessible Hygiene unit with the standard features of each such unit, all as more particularly described in Exhibit A attached hereto (collectively, the "**Leased Property**").

Section 3. Term of Lease

Subject to the terms of this Lease, Lessee shall have the right to occupy and use the Leased Property commencing on the Delivery Date (defined below) and ending on April 24, 2030, or such earlier date of expiration or termination of that certain Lease Agreement dated April 24, 2025, between Robert Perkins and Lessee relating to the Real Estate (defined below) (the "**Term**").

Section 4. Rent

This Lease is given in consideration of the respective covenants and obligations of the parties as set forth herein, and except, as otherwise expressed in this Lease, no monetary rent shall be due from Lessee.

Section 5. Taxes

Lessee shall pay, or cause to be paid, prior to delinquency all taxes assessed against and levied upon each of the Leased Property and the Real Estate.

Section 6. Permitted Use of Leased Property

(a) Lessee shall use the Leased Property for the sole purpose of providing temporary housing and related hygiene to individuals experiencing homelessness, and for no other use without the prior written consent of Lessor, which consent will be in Lessor's sole and absolute discretion.

(b) The Leased Property shall be located and used solely at the real estate commonly known as 4100 N. Palafox Street, located in Pensacola, Florida (the "**Real Estate**"), and will not be removed from the Real Estate without the prior written consent of Lessor, which consent will be in Lessor's sole and absolute discretion.

(c) Lessee shall not use or allow the Leased Property to be used or except in full compliance with all documents of record and all applicable laws, regulations, and ordinances.

(d) Lessee shall not commit or allow to be committed any nuisance, illegal act, or other act against public policy at or about the Leased Property. Lessee shall not deface or damage or allow the Leased Property to be defaced or damaged, ordinary wear and tear excepted.

(e) No occupant or user of the Leased Property may be charged more than $375 or 25% of such person's gross monthly income, whichever is less, per month for such person's use or occupation of the Leased Property. Such limitation shall similarly apply on a prorated basis for any period of occupancy or use less than one month. For example, if the limitation is $375 and the person occupies the Leased Property for two days in a 30-day month, the maximum charge would be $25.

The use contemplated by (a)-(e) above may hereafter be referred to as the "**Permitted Use**."

Section 7. Delivery Date

(a) The Leased Property is manufactured off-site by Lessor's contractor. Lessor will order the Leased Property to be manufactured following satisfaction of the Conditions Precedent set forth below. Following manufacture, the Leased Property will be

delivered to and assembled at the Real Estate by Lessor's contractor. The date of delivery of the Leased Property will hereinafter be the "**Delivery Date**."

(b) Notwithstanding anything herein to the contrary, the following are conditions precedent to the manufacture or delivery of the Leased Property ("**Conditions Precedent**"):

i. Lessee shall have procured, at its sole expense, each and every permit and governmental approval required for the lawful installation and use of the Leased Property upon the Real Estate as contemplated hereby and delivered proof of the same to Lessor.

ii. Lessee shall have performed, at its sole expense, all site work at and about the Real Estate required, in the reasonable discretion of Lessor and its contractor(s), to enable installation of the Leased Property for the Permitted Use, including, without limitation, site grading and utility installation.

iii. Lessee shall have delivered proof of the insurance required under this Lease to Lessor.

iv. Lessee shall have delivered to Lessor proof of readily available, unencumbered funds sufficient to keep and maintain the Leased Property and fulfill its obligations under this Lease for a period of no less than one year, in form and substance reasonably satisfactory to Lessor.

v. Lessee shall have demonstrated its possession of or ability to acquire equipment necessary to unload the unassembled Leased Property upon delivery (e.g. a forklift of sufficient size and capacity).

vi. Lessee shall have performed such other actions or provided such other information and documents as may be reasonably requested by Lessor or its contractor(s) to confirm Lessee's compliance with the terms of this Lease and to enable the manufacture and installation of the Leased Property upon the Real Estate.

vii. Lessee shall have demonstrated to Lessor's reasonable satisfaction Lessee's arrangements and agreements in place for itself and/or other agencies to provide supportive services to occupants of the Leased Property during the Term of this Lease, such as mental health counseling, substance abuse treatment or employment assistance.

Section 8. <u>Alterations</u>

With the exception of improvements which are required to satisfy Lessee's obligations under Section 11 below which are made in strict accordance with the terms and conditions of this

Lease, Lessee shall make no exterior or interior alterations, changes or improvements in or to the Leased Property without the prior written approval of Lessor, which approval shall be in Lessor's sole discretion. Any such alterations, changes or improvements so approved by Lessor shall be made by Lessee at its sole cost and expense and shall be accomplished in a good and workmanlike manner in compliance with all applicable laws and building regulations. Lessee hereby completely and fully indemnifies Lessor against all mechanics' and materialmen's liens and other liens or claims which may arise in connection with the making of alterations, changes or improvements to the Leased Property; provided, however, that no person or party providing labor or materials with respect to such alterations, changes or improvements shall be entitled to claim any lien therefor upon the Leased Property.

Section 9. Right to Entry

Lessee shall permit Lessor and Lessor's representatives and independent contractors at any time during usual business hours (or after hours if reasonably deemed necessary by Lessor) to enter the Real Estate and the Leased Property for the purpose of installing and thereafter inspecting same and verifying compliance with the terms of this Lease.

Section 10. Utilities and Janitorial Services

Lessee shall arrange for delivery of and payment for all water, sewer, gas, heat, electricity (including without limitation electricity for exterior lighting), power, steam, telephone or other desired utilities and services to the Leased Property, together with any taxes thereon. Lessee shall also be responsible for all janitorial services to the Leased Property.

Section 11. Possession and Maintenance

Lessee acknowledges that it will and does hereby accept the Leased Property in its as-is condition as of the Delivery Date with no obligation of the Lessor to make any improvements, repairs, or replacements whatsoever thereto. Lessee shall, at all times, keep the Leased Property in good order, condition and repair with all appropriate maintenance and replacement as shall be necessary to comply herewith, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital, or noncapital, or the fault or not the fault of Lessee its agents, employees, invitees, visitors, and contractors, all at Lessee's sole cost and expense. In pursuance of this obligation of maintenance, Lessee agrees to cause the Leased Property to comply with all laws and ordinances and all valid rules and regulations of any federal, state, municipal or other public authority having jurisdiction over the Leased Property and further agrees to make all repairs, restorations, and replacements as is necessary in connection with the same and in the same quality and class equal to the original work or installations.

Section 12. Insurance

Lessee shall procure and maintain at all times during the Term, insurance of the types and to the limits specified herein issued by insurer(s) qualified to do business in Florida. Lessee acknowledges and agrees that the types and minimum limits of insurance herein required may

become inadequate following during the Term of this Lease, and, therefore agrees that the minimum limits may be increased to commercially reasonable limits and/or additional types of insurance may be required by Lessor from time to time during the Term of this Lease.

Unless otherwise agreed by Lessor in writing, the amounts, form, and type of insurance shall conform to the following minimum requirements:

(a) Commercial General Liability Coverage. Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability forms filed by the Insurance Services Office. Lessor shall not be considered liable for premium or deductible payment or entitled to any premium return or dividend or be considered a member of any mutual or reciprocal company. Minimum limits of $2,000,000 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 policy coverage and the total amount of coverage required. Coverage must be provided for bodily injury and property damage liability for premises and operations. The coverage shall be written on occurrence-type basis and Lessor must be listed as an additional insured. 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.

(b) Lessee's required insurance shall be documented in Certificates of Insurance furnished to Lessor that list this Lease and provide that Lessor shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If requested by Lessor, Lessee shall furnish copies of Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies, when such become available to Lessee. Certificates shall be on the "Certificate of Insurance" form reasonably acceptable to Lessor. Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies reasonably acceptable to Lessor and shall file with Lessor Certificates of Insurance under the new policies at least 15 days prior to the Effective Date of such cancellation, adverse change, or restriction. Notwithstanding the foregoing, Lessee's failure to timely deliver new Certificates of Insurance in accordance with the foregoing sentence shall not constitute an event of default under this Lease so long as there is no lapse in any insurance coverage.

The insurance coverage required of Lessee shall be considered primary, and all other insurance shall be considered as excess, over and above Lessor's coverage, if any.

Section 13. <u>Liens</u>

Notwithstanding any contrary provision in this Lease, the interest of Lessor in the Leased Property shall not be subject to statutory construction liens arising by reason of improvements made by Lessee, and Lessee shall have no authority to create liens for labor or material on or against Lessor's interest in the Leased Property. Lessee agrees to notify any materialman, supplier, contractor, mechanic or laborer involved with work on the Leased Property at Lessee's request that he must look only to Lessee for payment and that Lessee has no authority whatsoever to bind Lessor or Lessor's property interests.

Section 14. Lessee Covenants, Representations and Warranties

(a) Lessee is a not-for-profit corporation duly formed and validly existing under the laws of the State of Florida. Lessee has the full right, power and authority to enter into this Lease, to perform under this Lease, and to consummate the transactions contemplated by this Lease and the consummation of the transactions contemplated by this Lease will not violate any other agreement to which Lessee is a party.

(b) This Lease has been duly authorized, executed and delivered by Lessee, creates legal, valid and binding obligations of Lessee, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Lessee or the Real Estate is bound.

(c) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Lease by Lessee, other than has been previously provided in writing to Lessor.

(d) Lessee shall ensure that supportive services, such as mental health counseling, substance abuse treatment or employment assistance, are made available to occupants of the Leased Premises at all times during the Term of this Lease.

Section 15. Indemnity

Lessee, for itself and its officers, directors, agents, members, volunteers, invitees, and guests hereby agrees to indemnify, defend and hold Lessor and its elected and appointed officials, officers, members, directors, employees, contractors, volunteers, representatives and agents harmless from any loss, liability, cost, claim, demand, damage, action, cause of action, and/or suit, including, without limitation, reasonable attorneys' fees, incurred by Lessor that arises out of or in any manner pertains to the Leased Property, the Real Estate, or Lessee's violation of the terms of this Lease. This Section shall survive expiration or termination of this Lease.

Section 16. Assignment and Subletting

Lessee shall not assign any interest in this Lease (whether by sale of assets, merger, consolidation, or otherwise, or by sale or disposition of control or beneficial ownership of Lessee if Lessee is a corporation, partnership, limited liability company, professional association, or some other entity) and/or mortgage or encumber the Leased Property and/or sublease any portion of the Leased Property without first having obtained the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion, and any such assignment or mortgage or encumbrance or sublease made without Lessor's consent shall be void and, at the option of Lessor, shall terminate this Lease.

Section 17. Insolvency or Bankruptcy

(a) Any assignment by Lessee for the benefit of creditors or by operation of law shall not be effective to transfer any rights under this Lease to the assignee, without the prior written consent of Lessor.

(b) If at any time during the Lease Term there shall be filed by or against Lessee in any court, pursuant to any statute either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization or for appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, then Lessee shall be deemed to have breached this Lease. In such an event, Lessor shall have the option to cancel and terminate this Lease with or without notice. If Lessor exercises its option to cancel and terminates this Lease, neither Lessee nor any person claiming through or under Lessee shall be entitled to possession or to remain in possession of the Leased Property but shall forthwith quit and surrender the Leased Property.

Section 18. Defaults and Remedies

(a) Lessee Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

(1) The failure of Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee where such failure shall continue for a period of 30 days after written notice thereof from Lessor to Lessee; provided however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said 30 day period and thereafter diligently pursues such cure to completion, provided that in no event shall the cure period exceed 60 days;

(3) The making by Lessee of any general assignment for the benefit of creditors;

(4) The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within 90 days);

(5) The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets or of Lessee's interest in this Lease;

(b) Lessor Remedies. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand (except as specified in subsection 18(a) above) and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(1) Terminate Lessee's right to possession of the Leased Property by any lawful means, in which case this Lease shall terminate and Lessee shall, at Lessee's sole expense, immediately surrender and deliver the Leased Property to Lessor at such location as Lessor my direct within the City of Pensacola.

(2) Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Leased Property. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease.

(3) Enter onto the Real Estate and access the Leased Property and perform such obligations required of Lessee under this Lease and assess the cost thereof to Lessee.

(4) Pursue any other remedy now available at law or in equity

(c) Lessee Remedies. In the event of failure of Lessor to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessor where such failure shall continue for a period of 30 days after written notice thereof from Lessee to Lessor, Lessee, as its sole and exclusive remedy, may terminate this Lease by written notice to Lessor.

Section 19. Surrender of Possession

Lessee agrees to vacate and surrender to Lessor possession of the Leased Property at the expiration or termination of this Lease, by lapse of time or otherwise, in as good a condition as when Lessee received the same at the Delivery Date following assembly, excepting only ordinary wear and tear. Immediately following such expiration or termination, Lessee shall, at Lessee's sole expense, deliver the Leased Property to Lessor in such manner and at such location within the City of Pensacola as Lessor my direct. This Section shall survive expiration or termination of this Lease.

Section 20. Demands and Other Instruments

All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the term of this Lease shall be in writing and shall be personally delivered, sent by Federal Express or other overnight or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid (and shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt), or by telecopy or electronic transmission (with proof of transmission and receipt):

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

With a copy to:

City of Pensacola
Attn: City Attorney
222 W. Main Street
Pensacola, FL 32502

Lessee: Offentsive Corp

_____
_____
_____
_____

With a copy to:

_____
_____
_____

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing and deliver to the other party.

Section 21. Severability

If under present or future laws effective during the Term of this Lease any clause or provision of this Lease is invalid or unenforceable, it is the intent of the parties that the remaining provisions of this Lease shall not be affected thereby. The captions of the paragraphs are added as a matter of convenience only and shall not be considered in construing any provisions of this Lease. The words, "Lessor" and "Lessee," and the words, "it" or "its," used with reference to the Lessor and Lessee, shall apply to individuals (male or female), partnerships, firms, associations and corporations, whichever is appropriate.

Section 22. Amendment or Modification

Lessee acknowledges and agrees that this Lease represents the entire agreement between the parties relating to the transactions contemplated hereby and it has not relied upon any statement, representation or agreement made by Lessor or any of its agents or representatives except as are expressed in this written Lease and that no amendment, modification or extension of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

Section 23. Successors

All terms, conditions and agreements to be kept and performed by the parties hereto shall be applicable to and binding upon their respective heirs, personal representatives, successors and assigns.

Section 24. Radon Gas

Lessor notifies Lessee as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

Section 25. Headings

The headings to the various sections of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

Section 26. Counterparts

This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 27. Applicable Law and Venue; Waiver of Jury Trial

This Lease shall be construed under and enforced in accordance with the laws of the State of Florida. Venue for any claim, action or proceeding arising out of or based upon this Lease shall be Escambia County, Florida. Neither Lessor nor Lessee shall seek a jury trial on any lawsuit, proceeding or counterclaim based upon or arising out of this Lease, or the relationship between the parties hereto as Lessor and Lessee. The provisions of this paragraph shall survive the termination or expiration of this Lease.

Section 28. All Genders and Numbers Included

Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this Lease, it shall equally apply to, extend to and include the other.

Section 29. Miscellaneous

(a) The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Lessor will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Lessee shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Lessee.

(b) In compliance with the provisions of Section 448.095, Florida Statutes, Lessee certifies that it and any contractors used by Lessee in performance of its obligations under this Lease 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, if and to the extent required by said Statute.

(c) If Lessee is not a governmental entity under Section 287.138(1), Florida Statutes, Lessee agrees that, prior to this Lease being executed, renewed, or extended between the parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing Lessor with an affidavit signed by an officer or representative of Lessee under penalty of perjury attesting that Lessee does not use coercion for labor or services, as those terms are defined in that Section 787.06.

(d) Lessee agrees that, in its use of the Leased Property and performance under this Lease, it will not discriminate on the basis of race, religion, creed, color, national origin, sex, age, disability, or any other basis prohibited by applicable law.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

CITY OF PENSACOLA, a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to form:

_____
Adam C. Cobb, City Attorney

Lease – signature page

LESSEE:

OFFENTSIVE CORP

By:_____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 202__, by _____, as _____ of the Offtensive, Corp, for and on behalf of said organization, who ( ) is personally known to me or ( ) has produced a driver's license as identification.

_____

Print: _____
NOTARY PUBLIC
[SEAL]

Lease – signature page

EXHIBIT A TO LEASE

[Specs for Leased Property to be attached]

S2 SLEEPER | (70 sq. ft. | 6.5 m2)

The Pallet® S2 Sleeper is our new line in safe, dignified, rapid-response shelter solutions. Our industry-leading design features a mono-pitch roof, smooth exterior and interior panels, improved energy efficiency, and protection from the elements. The S2 Sleeper is also designed for rapid deployment and assembly.

The 70 sq. ft. (6.5 m2) model is perfect for one person or a couple.

Standard Features

1. Residential windows with advanced Low-E insulated glass
2. Integrated customizable wire shelving system
3. 120V convenience plugs
4. Interior LED lighting
5. Smoke/CO detector combo unit
6. Pedestal leveling system
7. Heater and A/C units

Optional

Freestanding Twin XL bed frame and mattress with bedbug-resistant cover

Freestanding desk

Programmable digital keypad entry

Generator Quick-Connect enables generator compatibility

Benefits

Rapid: Our new patent pending connection system has fewer bolts, bringing installation time down to under an hour. This means an entire village community of interim shelter can be built in a day.

Safe: Each shelter is equipped with a solid core front door with kick plate and peephole; robust fire, snow, and wind ratings; and an egress window and fire extinguisher in case of emergency.

Dignified: Locking doors, residential windows, easily accessed interior lighting, and climate control options offer residents a comfortable and dignified space to plan their next steps.

Technical Specifications

Interior Dimensions	10' W x 7' D x 6'9½" to 7'8" H	304.8 cm W x 213.4 cm D x 207 cm to 233.7 cm H
Square Footage	70 sq. ft.	6.5 m2
Shelter Weight	Approx. 900 lb.	Approx. 408 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B
Design Snow Load	Up to 40 lb. per sq. ft. (Standard) Up to 80 lb. per sq. ft. (High Load)	1.9 kPa (Standard) 3.83 kPa (High Load)

Class B Fire rating for panel skin
Class C Fire rating for full assembly

Our 2750W & 4500W climate control system can maintain comfortable interior temperatures when the temperature outside drops as low as -40 F | -40 C and rises up to 120 F | 48 C

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

S2 SLEEPER (70 SQ. FT.)

Standard Product Specifications

Pallet

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	10'6¼" W x 7'6 1/2" D	320.7 cm W x 229.9 cm D
Exterior Dimensions, Wall-to-Wall	10'3" W x 7'3" D	312.4 cm W x 221 cm D
Interior Dimensions, Wall-to-Wall	10' W x 7' D	304.8 cm W x 213.4 cm D
Overall Height	8'7½" H	262.9cm H
Min/Max Ceiling Height	6'9½" to 7'8" H	207 cm to 233.7 cm
Interior Square Footage	70 sq. ft.	6.5 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Solid Core Door	1 @ 36" x 80"	1 @ 91.4 cm x 203.2 cm
Casement Egress Window	1 @ 36" x 36"	1 @ 91.4 cm x 91.4 cm
Additional Double Pane Insulated Windows	1 @ 24" x 30"	1 @ 61 cm x 76.2 cm

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Weight of Unit (Including Standard Features & Max Occupancy Beds)	Approx. 900 lb.	Approx. 408 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,500 lb.	Up to 680 kg
Design Snowload Rating	Up to 40 lb. per sq. ft. (Standard) Up to 80 lb. per sq. ft. (High Load)	1.9 kPa (Standard) 3.83 kPa (High Load)
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	
Max # of Beds and Size (Twins, Fulls, etc)	1 Twin XL	
Twin XL Bed Weight Limit	1,500 lbs	680 kg

Delta T

DESCRIPTION	STANDARD SPECIFICATIONS	
120V 2,750W Heater	90F	50C
240V 4,500W Heater	120F	66C

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel
Windows	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1.5"	3.8 cm
Roof	2"	5.1 cm
Floor	0.5"	1.3 cm

Infrastructure Requirements

DESCRIPTION	STANDARD SPECIFICATIONS
Electrical Connection	120V or 240V Service Options Available
Tie Down Requirement per Corner	Up to 1,500 lb. / 680 kg (Depends on local wind rating)

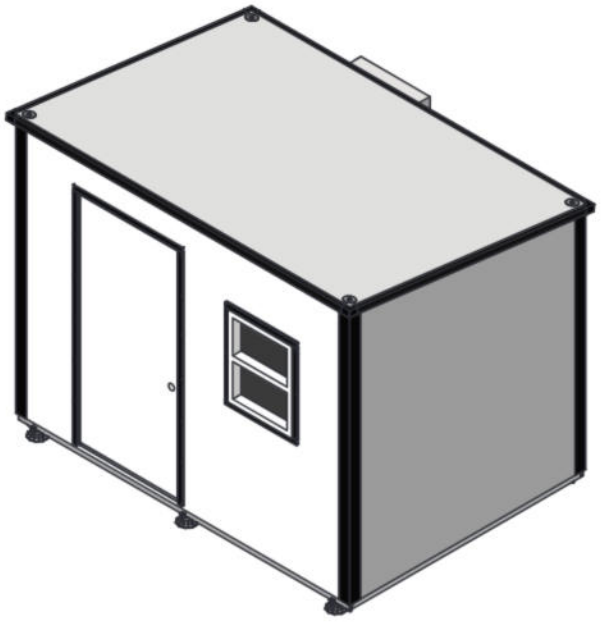
*NOTE: For installation on different soil types, please refer to the infrastructure guide.

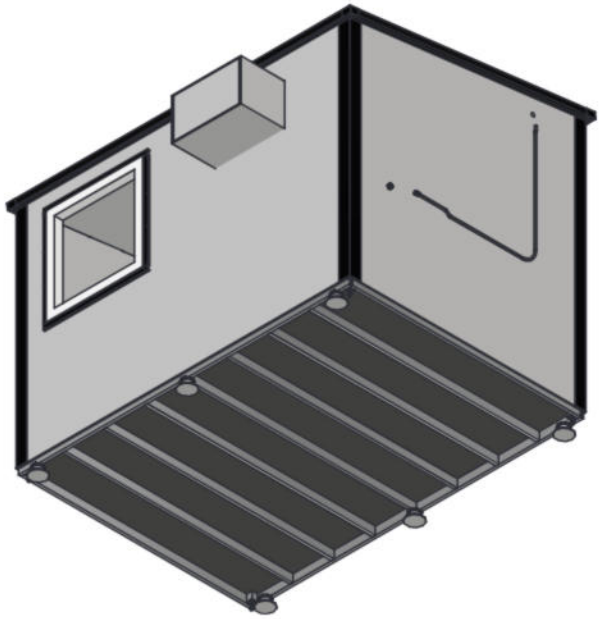
Standard Features

- Locking solid core door w/ master key
- Emergency egress casement window
- Vinyl frame with dual pane Low-E glass windows
- Adjustable shelving
- Three 120V outlets
- Interior LED lighting
- Hardwired CO/smoke detector with battery backup
- Wall-mounted fire extinguisher
- Exterior-mounted breaker box
- Wall mounted Pic-A-Watt 1,250W-2,750W or 2,250W-4,500W heater
- Thru-wall 8,000 BTU A/C unit

Optional Accessory Features

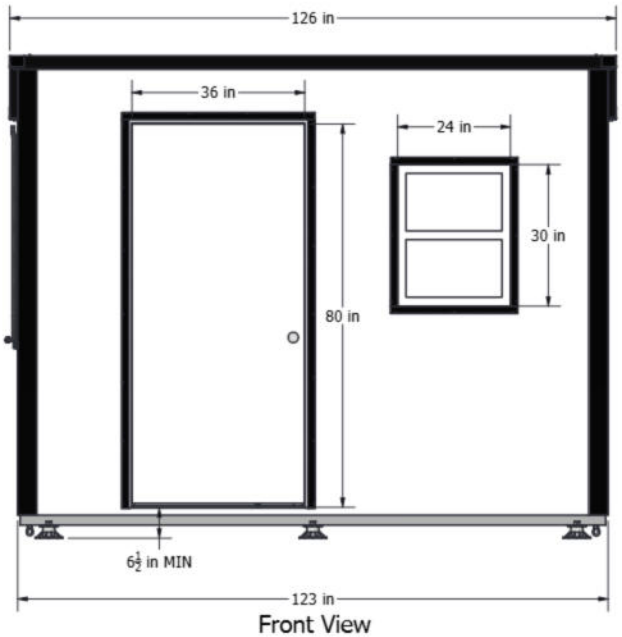
- Desk
- Twin XL bed frame
- Twin XL 'Relief Bed' 38"x 80" (96.5cm x 203.2cm) mattress
- Programmable digital keypad entry
- Exterior light
- Generator Quick-Connect



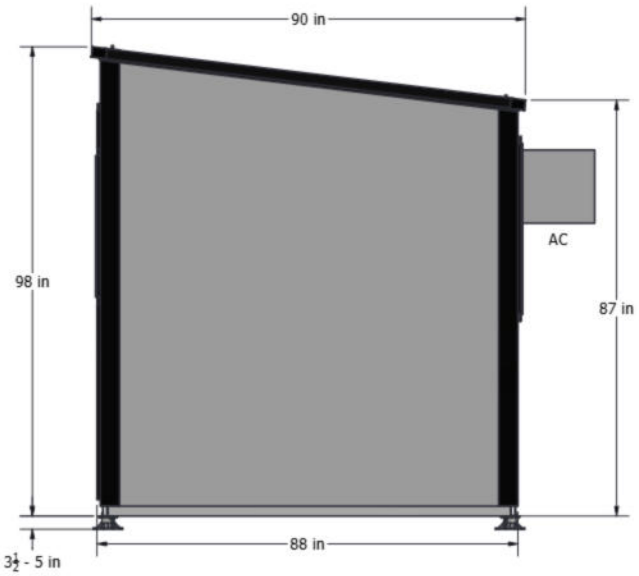


Pallet

DRAWN BY	TrevorRussell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	TITLE: S2 70 w/ Accessories — REV: G
DATE	10/3/2023		Released — SHEET 1 OF 7



Front View



Side View (Right)

Pallet

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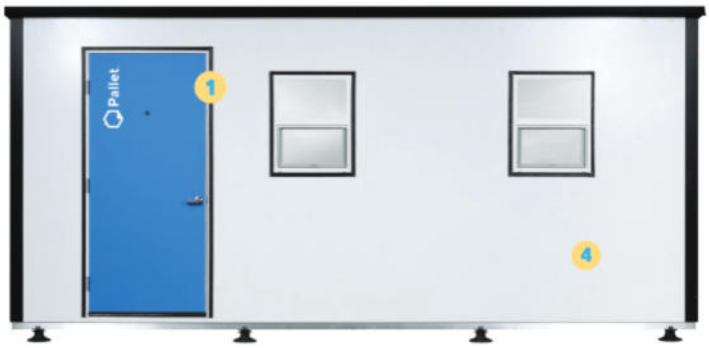
DATE	10/3/2023		Released — SHEET 2 OF 7

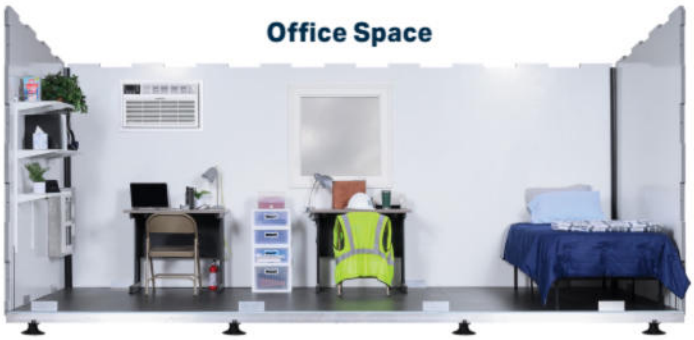
S2 SLEEPER | (120 sq. ft. | 11.15 m2)

Pallet

The Pallet™ S2 Sleeper is our industry-leading line of safe, durable, rapid-response shelters. Designed for rapid deployment and assembly, the S2 Sleeper also features energy efficient construction, smooth exterior and interior panels, and climate control options fit for any conditions.

The 120 sq. ft. (11.15 m2) is a comfortable and dignified space for two people or families to plan their future, and can also be used as office space and storage for onsite service provider staff.





Standard Features

1. Durable solid core residential exterior door and frame
2. Structurally insulated FRP walls
3. Heater and A/C units
4. Inorganic mold-, mildew-, and pest-resistant construction materials
5. Interior LED lighting
6. Smoke/CO detector combo unit
7. Integrated customizable wire shelving system

Optional

Freestanding Twin XL bed frame and mattress with bedbug-resistant cover

Freestanding desk

Programmable digital keypad entry

Benefits

Safe: Our patent pending structural panel system creates tight corner fittings and energy efficiency. Robust fire, wind, and snow load ratings are fit for even extreme weather and storm- prone locales.

Adaptable: An adjustable pedestal leveling system makes the S2 Sleeper ready for a variety of terrains, and the tie-down system anchors the roof to the floor for structural integrity in variable conditions.

Versatile: In addition to its use as private, comfortable sleeping quarters for two people or families, the 120 square foot (11.15 m2) model of the S2 Sleeper can also be converted as office and storage space.

Technical Specifications

Interior Dimensions	17'2" W x 7' D x 6'9½" to 7'8" H	523.2 cm W x 213.4 cm D x 207 cm to 233.7 cm H
Square Footage	120 sq. ft.	11.15 m2
Shelter Weight	1,300 lb.	590 kg
Wind Rating	Up to 155 mph sustained	Up to 250 kmh sustained
Snow Load Rating	40 lb. per sq. ft.	1.9 kPa

Class B Fire rating for panel skin
Class C Fire rating for full assembly

Our 2750W & 4500W climate control system can maintain comfortable interior temperatures when the temperature outside drops as low as -40 F | -40 C and rises up to 120 F | 48 C

BUILT AND DESIGNED IN THE USA

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

S2 SLEEPER (120 SQ. FT.)

Standard Product Specifications

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	17'8¼" W x 7'6½" D	539.1 cm W x 229.9 cm D
Exterior Dimensions, Wall-to-Wall	17'5" W x 7'3" D	530.9 cm W x 221 cm D
Interior Dimensions, Wall-to-Wall	17'2" W x 7' D	523.2 cm W x 213.4 cm D
Overall Height	8'7½" H	262.9 cm H
Min/Max Ceiling Height	6'9½" to 7'8" H	207 cm to 233.7 cm
Interior Square Footage	120 sq. ft.	11.15 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Solid Core Door	1 @ 36" x 80"	1 @ 91.4 cm x 203.2 cm
Casement Egress Window	1 @ 36" x 36"	1 @ 91.4 cm x 91.4 cm
Additional Double Pane Insulated Windows	2 @ 24" x 30"	2 @ 61 cm x 76.2 cm

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Weight of Unit (Including Standard Features & Max Occupancy Beds)	1,300 lb.	590 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,500 lb.	Up to 680 kg
Design Snowload Rating	Up to 40 lb. per sq. ft. (Standard) Up to 80 lb. per sq. ft. (High Load)	Up to 1.9 kPa (Standard) Up to 3.83 kPa (High Load)
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	
Max # of Beds and Size (Twins, Fulls, etc)	2 Twin XL or 1 Full	
Twin XL Bed Weight Limit	1,500 lbs	680 kg

Delta T

DESCRIPTION	STANDARD SPECIFICATIONS	
120V 2,750W Heater	90F	50C
240V 4,500W Heater	120F	66C

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel
Windows	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1.5"	3.8 cm
Roof	2"	5.1 cm
Floor	0.5"	1.3 cm

Infrastructure Requirements

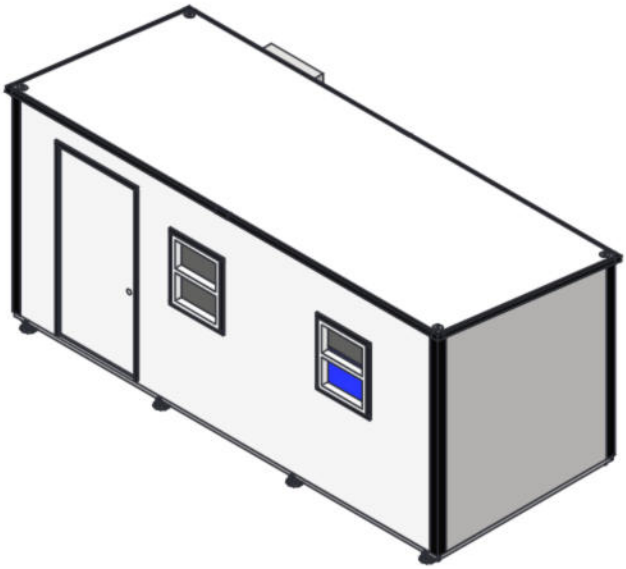
DESCRIPTION	STANDARD SPECIFICATIONS
Electrical Connection	120V or 240V Service Options Available
Tie Down Requirement per Corner	Up to 1,500 lb. / 680 kg (Depends on local wind rating)

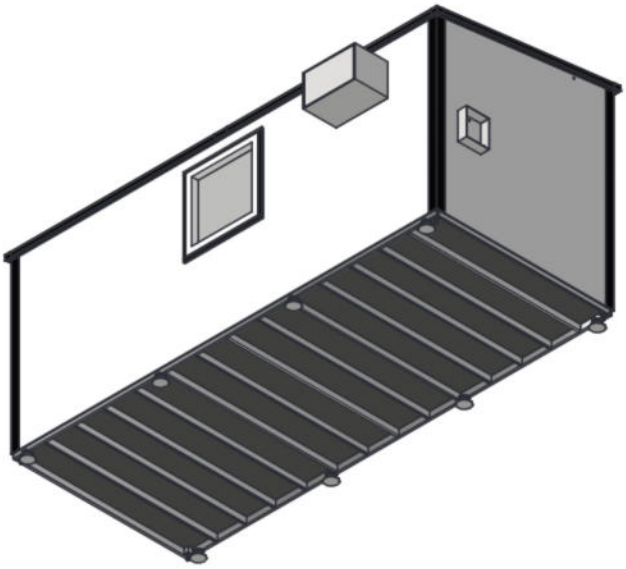
Standard Features

- Locking solid core door w/ master key
- Emergency egress casement window
- Vinyl frame with dual pane Low-E glass windows
- Adjustable shelving
- Three 120V outlets
- Interior LED lighting
- Hardwired CO/smoke detector with battery backup
- Wall-mounted fire extinguisher
- Exterior-mounted breaker box
- Wall mounted Pic-A-Watt 1,250W-2,750W or 2,250W-4,500W heater
- Thru-wall 8,000 BTU A/C unit

Optional Accessory Features

- Desk
- Twin XL bed frame
- Twin XL 'Relief Bed' 38"x 80" (96.5cm x 203.2cm) mattress
- Programmable digital keypad entry
- Exterior light





Pallet

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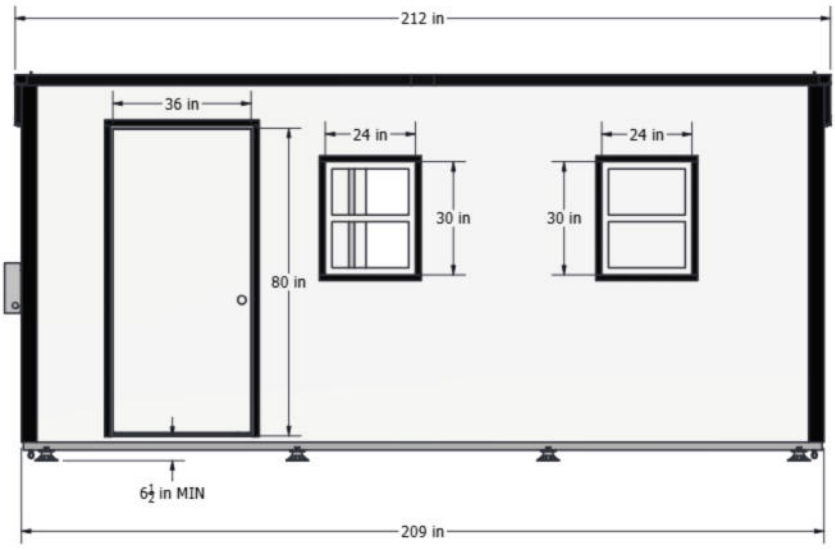
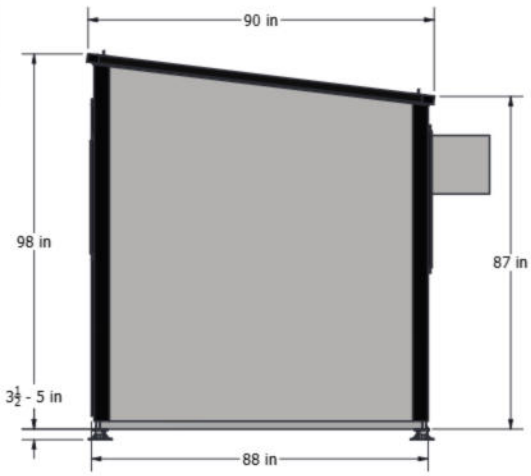
DATE	10/3/2023			



Front View



Side View (Right)

Pallet

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DATE	10/3/2023			

TWO-STALL HYGIENE

Pallet

Based on the proven durability and longevity of our shelter design, this hygiene structure provides a private, lockable space with flushable toilet, a sink, and a shower in each of its two rooms. Easy to install, clean, and maintain, the Two-Stall Hygiene unit is an essential part of any dignified shelter community.

Standard Features

1. Standard flush toilets and hot/cold water sinks and showers
2. Standard sewer and electrical hookups for easy installation
3. Locking doors
4. Heat, A/C, exhaust fan, and humidity sensor
5. Slip-resistant floors
6. Resistant to mold, mildew, and pests

Benefits

Easy to Maintain: Simple layout with easy-to-clean materials and surfaces.

Dignified: The privacy and comfort of lockable doors and standard residential fixtures.

Pre-Built: All units come fully assembled, meaning quick and convenient installation.

Technical Specifications

Interior Dimensions (Stalls)	6'8⅝" W x 7'⅝" D x 7'6" to 8'10" H	204.7 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H
Square Footage	100 sq. ft.	9.3 m2
Shelter Weight	Approx. 2234 lb.	Approx. 1013 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B
Design Snow Load	Up to 80 lb. per sq. ft.	3.83 kPa

Class B Fire rating for panel skin
Class C Fire rating for full assembly

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

TWO-STALL HYGIENE

Pallet

Standard Product Specifications

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	13'11⅝" W x 8'5½" D	425.7 cm W x 257.8 cm D
Exterior Dimensions, Wall-to-Wall	13'9⅞" W x 7'9¾" D	421.3 cm W x 238.1 cm D
Interior Dimensions, Wall-to-Wall, Stalls	6'8⅝" W x 7'⅝" D	204.7 cm W x 214.9 cm D
Overall Height	10' 2" H	309.9 cm H
Min/Max Ceiling Height	7'6" to 8'10" H	228.6 cm to 269.2 cm H
Interior Square Footage	100 sq. ft.	9.3 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Panel Door	(2) 36" x 80" Panel Doors	1 @ 91.4 cm x 203.2 cm
Exhaust Fan with Humidity Sensor	2	

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Weight of Unit (Including Standard Features)	Approx. 2,234 lb.	Approx. 1013 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,800 lb.	Up to 816.47 kg
Design Snow load Rating	Up to 80 lb. per sq. ft.	Up to 3.83 kPa
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9 kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel with aluminum sub frame
Windows (Landry Room Only)	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1¾"	4.4 cm
Roof	1¾"	4.4 cm
Floor	½"	1.3 cm

Infrastructure Requirements

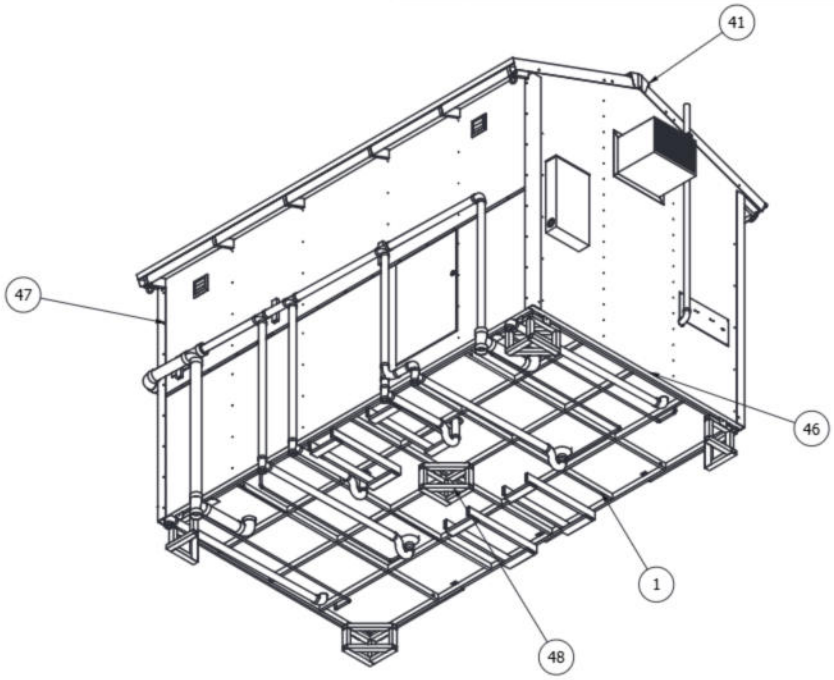
DESCRIPTION	STANDARD SPECIFICATIONS
2-Stall Hygiene	
Electrical Connection	240V 1 PH
Tie Down Requirement per Corner	Up to 1,800 lb. / 1.9 kPa
Water	1/2" NPT
Sewer	(8) PVC Drains

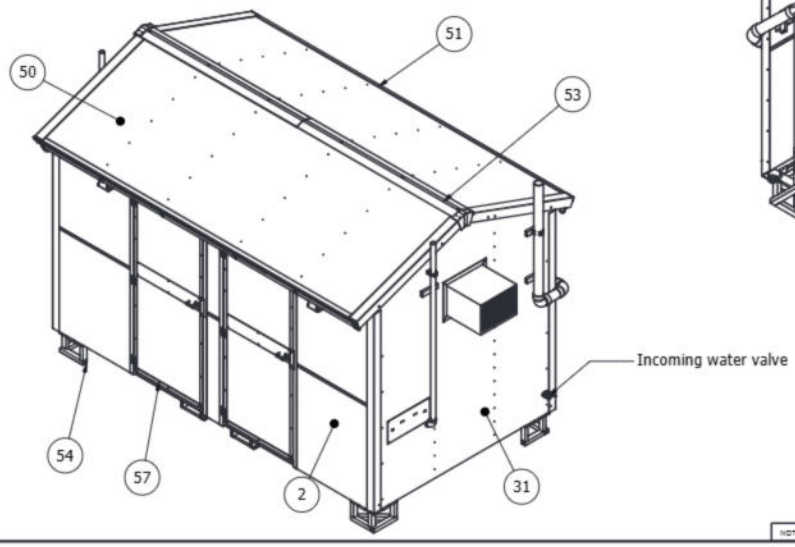
Standard Features

- (2) 36"x 80" panel doors
- (2) 120V outlets
- (2) 4ft LED strip lights
- (2) Photocell controlled exterior LED lights
- (2) Combination heater/AC units (3,850 BTU for heat, 7,500 BTU for cooling)
- (2) Exhaust fans with humidity sensor
- (2) Accessible Toilets, (2) showers, (2) sinks
- On demand (tankless) electric water heater

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
1	31081	2 Stall Base Assembly	1
2	31135	2 Stall Front Wall Final Assy	1
31	31164	Final Assembly Side Wall 2 Stall Right	1
41	11592	Ridge Cap End Cap	2
46	Side Wall 2 Stall Left Final Assy	Final Assembly Side Wall Left 2 Stall Ridge	1
47	34013	Wall Back ADA 2 Stall - 2 Stall Standard	1
48	400041	Hygiene Stand Full Assy Center	1
50	50125	Final Assembly Roof Front Hygiene HD	1
51	50127	Final Assembly Roof Back Hygiene HD	1
53	10039	100 sqft Ridge Cap Assy	1
54	20117	Hygiene Stand Full Assy	4
57	10476	Final Assembly Hygiene Door	2

REVISION HISTORY		
REV	DESCRIPTION	DATE
A	Original Release	9/10/2024

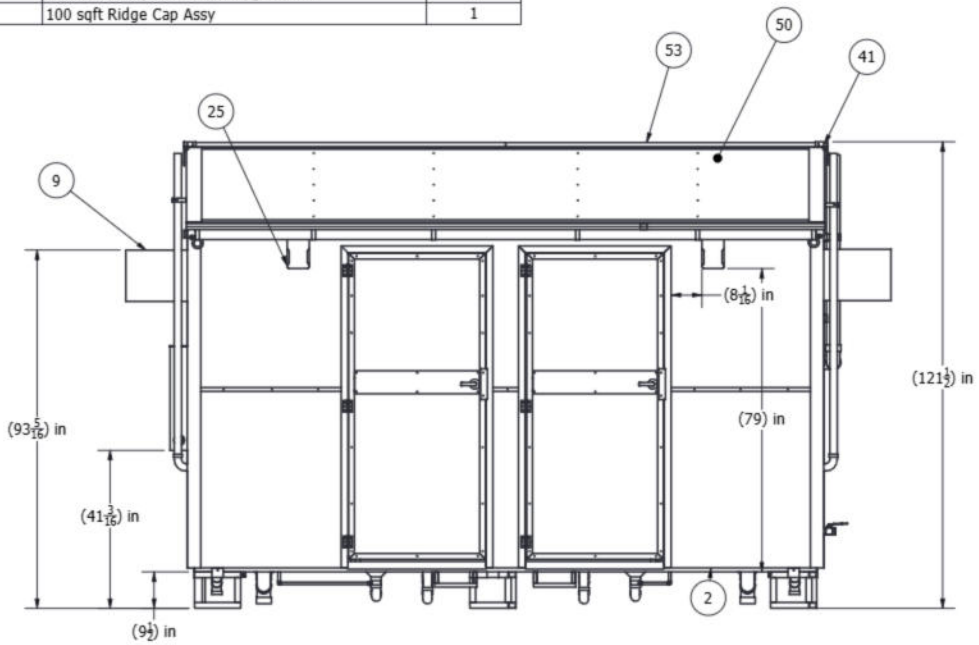




DRAWN BY	Dan Bandor	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/64 ANGULAR ±1° X.X ±.05 X.XX ±.03 X.XXX ±.01	TITLE: 2 Stall Hygiene Unit
DATE	9/3/2024		
CHECKED BY	Aaron Scott		
DATE	9/9/2024		
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30536
DATE	9/10/2024		REV: A
APPROVED BY	Greg Hillhouse		Released
DATE	9/10/2024		SHEET 1 OF 12

NOT TO SCALE

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
2	31135	2 Stall Front Wall Final Assy	1
9	11433	AC Heater 7500 BTU 115V Window	2
25	11436	Light Exterior LED	2
41	11592	Ridge Cap End Cap	2
50	50125	Final Assembly Roof Front Hygiene HD	1
53	10039	100 sqft Ridge Cap Assy	1



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DATE	9/3/2024		
CHECKED BY	Aaron Scott		
DATE	9/9/2024		
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30536
DATE	9/10/2024		REV: A
APPROVED BY	Greg Hillhouse		Released
DATE	9/10/2024		SHEET 2 OF 12

NOT TO SCALE

ACCESSIBLE HYGIENE + HALF BATH

The same features as our standard unit with the added benefit of an additional half bath. Perfect for adding bathroom capacity or as an admin storage, this 100 square foot unit offers turnkey installation ease and familiar residential fixtures.

Standard Features

1. Standard flush toilets and hot/cold water sinks and showers
2. Fold-down shower bench
3. Standard sewer and electrical hookups for easy installation
4. Second half bath or space for storage
5. Locking doors
6. Heat, A/C, exhaust fan, and humidity sensor
7. Slip-resistant floors
8. Resistant to mold, mildew, and pests

Benefits

Accessible: Designed with accessibility features that support every Pallet village resident.

Easy to Clean: Inorganic materials make cleaning and sanitizing an easy task.

Versatile: Attached half-bathroom unit can double as storage space.

Technical Specifications

Interior Dimensions (Accessible)	10' W x 7'⅝" D x 7'6" to 8'10" H	304.8 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H
Interior Dimensions (Half Bath)	3'4½" W x 7'⅝" D x 7'6" to 8'10" H	102.8 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H
Square Footage	100 sq. ft.	9.3 m2
Shelter Weight	Approx. 2116 lb.	Approx. 960 kg.
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B
Design Snow Load	Up to 80 lb. per sq. ft.	Up to 3.83 kPa

Class B Fire rating for panel skin
Class C Fire rating for full assembly

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

ACCESSIBLE HYGIENE + HALF BATH

Pallet

Standard Product Specifications

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	13'11⅝" W x 8'5½" D	425.7 cm W x 257.8 cm D
Exterior Dimensions, Wall-to-Wall	13'9⅞" W x 7'9¾" D	421.3 cm W x 238.1 cm D
Interior Dimensions, Wall-to-Wall, Accessible Stall	10' W x 7'⅝" D	304.8 cm W x 214.9 cm D
Interior Dimensions, Wall-to-Wall, Half Bath Stall	3'4½" W x 7'⅝" D	102.8 cm W x 214.9 cm D
Overall Height	10' 2" H	309.9 cm H
Min/Max Ceiling Height	7'6" to 8'10" H	228.6 cm to 269.2 cm H
Interior Square Footage	100 sq. ft.	9.3 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Panel Door	(1) 36" x 80" Panel Doors (1) 32" x 80" Panel Doors	1 @ 91.4 cm x 203.2 cm 1 @ 81.3 cm x 203.2 cm
Exhaust Fan with Humidity Sensor	2	

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Accessible + Half Bath		
Weight of Unit (Including Standard Features)	Approx. 2,116 lb.	960 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,800 lb.	Up to 816.47 kg
Design Snow load Rating	Up to 80 lb. per sq. ft.	Up to 3.83 kPa
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9 kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel with aluminum sub frame
Windows (Landry Room Only)	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1¾"	4.4 cm
Roof	1¾"	4.4 cm
Floor	½"	1.3 cm

Infrastructure Requirements

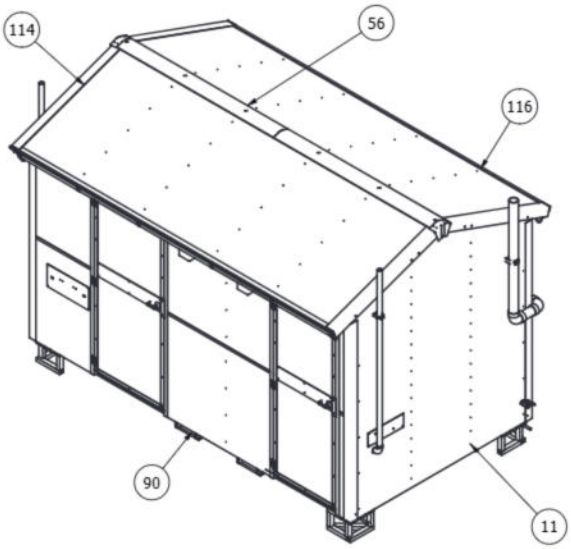
DESCRIPTION	STANDARD SPECIFICATIONS
Electrical Connection	240V 1 PH
Tie Down Requirement per Corner	Up to 1,800 lb. / 1.9 kPa
Water	1/2" NPT
Sewer	(7) PVC Drains

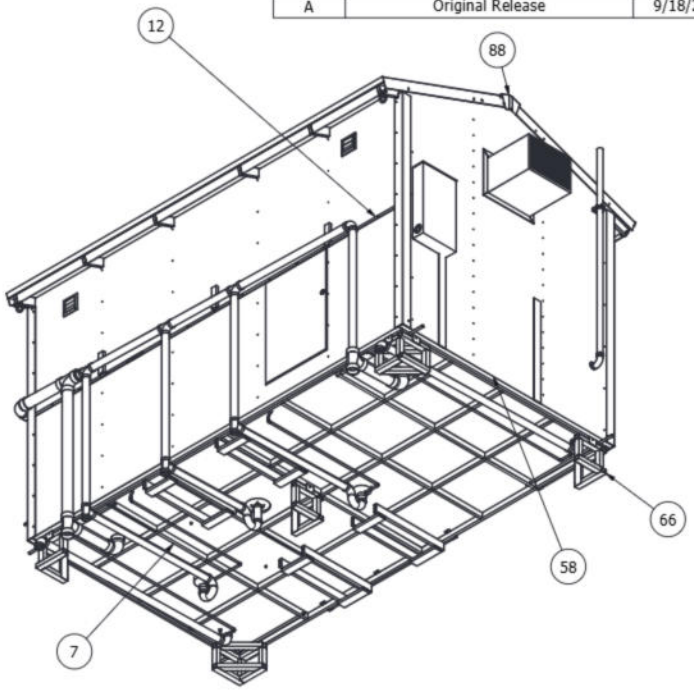
Standard Features

- (1) 36"x 80" panel door
- (1) 32"x 80" panel door
- (2) 120V outlets
- (2) 4ft LED strip lights
- (2) Photocell controlled exterior LED lights
- (1) Combination heater/AC unit (3,850 BTU for heat, 7,500 BTU for cooling)
- (2) Exhaust fans with humidity sensor
- (1) Accessible toilet, (1) accessible shower, and (1) accessible sink
- (1) Standard toilet and (1) standard sink (same toilet as installed in accessible unit)
- On demand (tankless) electric water heater

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
7	34009	Final Assy. Base Floor Accessible 2 Stall	1
11	34012	Final Assy. Side Wall Right Accessible	1
12	34013	Final Assy.Wall Back Accessible 2 Stall	1
56	10039	Final Assy.100 sqft Ridge Cap	1
58	34060	Final Assembly Side Wall Accessible 2 Stall Ridge	1
66	20117	Hygiene Stand Full Assy	5
88	11592	Ridge Cap End Cap	2
90	34087	Final Assembly Wall Front Accessible 2 Stall	1
114	50125	Final Assembly Roof Front Hygiene HD	1
116	50127	Final Assembly Roof Back Hygiene HD	1

REVISION HISTORY		
REV	DESCRIPTION	DATE
A	Original Release	9/18/2022

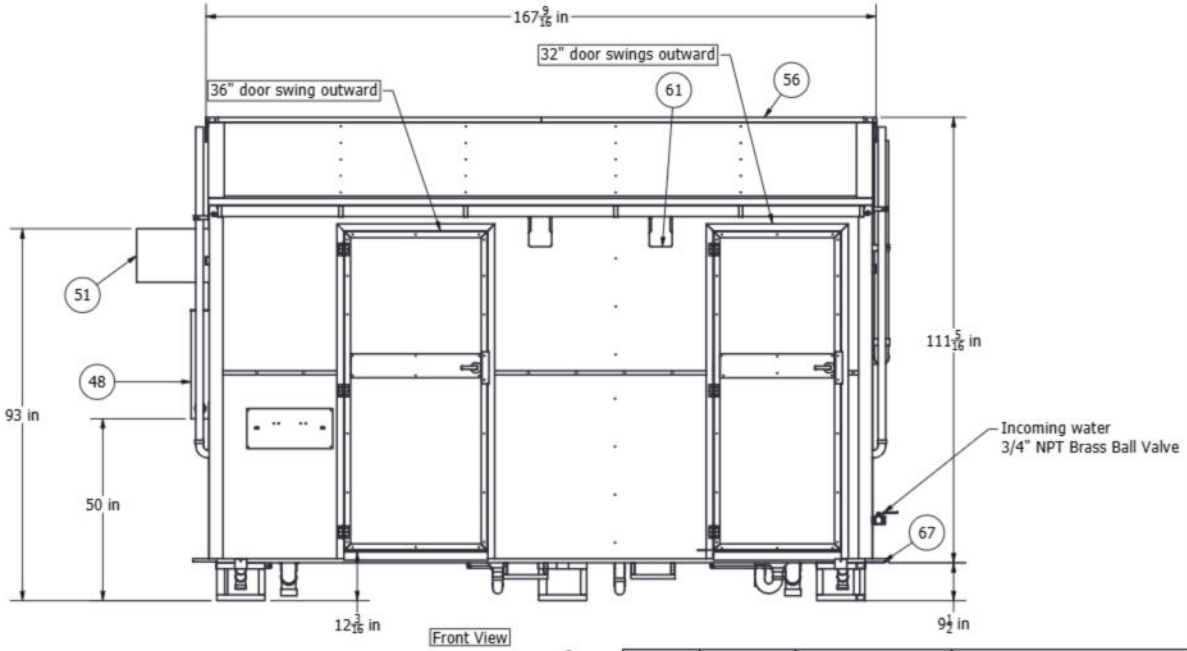




DRAWN BY	dan bondar	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±⅛, ANGULAR ±1° XX ±.05 XXX ±.03 XXXX ±.01	TITLE: Final Assembly Accessible 2 Stall High Load
DATE	9/3/2024		
CHECKED BY	Aaron Scott		
DATE	9/11/2024		
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30537
DATE	9/10/2024		REV: A
APPROVED BY	Greg Hilhaland		Released
DATE	9/18/2024		SHEET 1 OF 14
NOT TO SCALE			

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
48		Hygiene Electrical Loadcenter Panel	1
51	11433	AC Heater 7500 BTU AC 115 Window	1
56	10039	Final Assy.100 sqft Ridge Cap	1
61	11436	Light Exterior LED	2
67	10296	Hold Down Rod 100 SF	4

Loadcenter supplied by electrical contractor



Front View

DRAWN BY	dan bondar	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±⅛, ANGULAR ±1° XX ±.05 XXX ±.03 XXXX ±.01	TITLE: Final Assembly Accessible 2 Stall High Load
DATE	9/3/2024		
CHECKED BY	Aaron Scott		
DATE	9/11/2024		
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30537
DATE	9/10/2024		REV: A
APPROVED BY	Greg Hilhaland		Released
DATE	9/18/2024		SHEET 2 OF 14
NOT TO SCALE			

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease"**) is made and entered into this _____ (the "**Effective Date**") by and between THE CITY OF PENSACOLA, a Florida municipal corporation (hereinafter referred to as "**Lessor**") and RE-ENTRY ALLIANCE PENSACOLA, INC, a Florida not-for-profit corporation (hereinafter referred to as "**Lessee**").

WITNESSETH:

WHEREAS, there exists a persistent and pervasive need both locally and nationwide for help and services to individuals experiencing homelessness, which need was exacerbated by the COVID-19 pandemic;

WHEREAS, Lessee is a not-for-profit corporation whose charitable purpose includes provision of help and services to individuals experiencing homelessness in the greater Pensacola area; and

WHEREAS, Lessor is or will be the owner of certain modular sleeping shelters and hygiene units that it desires to be used to help and meet the needs of individuals experiencing homelessness in the greater Pensacola area.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, Lessor and Lessee hereby agree as follows:

Section 1. Recitals

The recitals set forth above are hereby acknowledged by Lessor and Lessee as true and correct and are incorporated into the body of this Lease by this reference.

Section 2. Description of Leased Property

Upon the terms and subject to the conditions set forth in this Lease, Lessor leases to Lessee and Lessee agrees to lease from Lessor the following:

> Fourteen (14) 70-square foot S2 Sleeper units with the standard features of each such unit, all as more particularly described in Exhibit A attached hereto (collectively, the "**Leased Property**").

Section 3. Term of Lease

Subject to the terms of this Lease, Lessee shall have the right to occupy and use the Leased Property commencing on the Delivery Date (defined below) and continuing thereafter for a period of 15 years (the "**Term**").

Section 4. Rent

This Lease is given in consideration of the respective covenants and obligations of the parties as set forth herein, and except, as otherwise expressed in this Lease, no monetary rent shall be due from Lessee.

Section 5. Taxes

Lessee shall pay, or cause to be paid, prior to delinquency all taxes assessed against and levied upon each of the Leased Property and the Real Estate.

Section 6. Permitted Use of Leased Property

(a) Lessee shall use the Leased Property for the sole purpose of providing temporary housing and related hygiene to individuals experiencing homelessness, and for no other use without the prior written consent of Lessor, which consent will be in Lessor's sole and absolute discretion.

(b) The Leased Property shall be located and used solely at the real estate commonly known as 1551 West Blount Street, located in Pensacola, Florida (the "**Real Estate**"), and will not be removed from the Real Estate without the prior written consent of Lessor, which consent will be in Lessor's sole and absolute discretion.

(c) Lessee shall not use or allow the Leased Property to be used or except in full compliance with all documents of record and all applicable laws, regulations, and ordinances.

(d) Lessee shall not commit or allow to be committed any nuisance, illegal act, or other act against public policy at or about the Leased Property. Lessee shall not deface or damage or allow the Leased Property to be defaced or damaged, ordinary wear and tear excepted.

The use contemplated by (a)-(d) above may hereafter be referred to as the "**Permitted Use**."

Section 7. Delivery Date

(a) The Leased Property is manufactured off-site by Lessor's contractor. Lessor will order the Leased Property to be manufactured following satisfaction of the Conditions Precedent set forth below. Following manufacture, the Leased Property will be delivered to and assembled at the Real Estate by Lessor's contractor. The date of delivery of the Leased Property will hereinafter be the "**Delivery Date**."

(b) Notwithstanding anything herein to the contrary, the following are conditions precedent to the manufacture or delivery of the Leased Property ("**Conditions Precedent**"):

i. Lessee shall have procured, at its sole expense, each and every permit and governmental approval required for the lawful installation and use of the Leased Property upon the Real Estate as contemplated hereby and delivered proof of the same to Lessor.

ii. Lessee shall have performed, at its sole expense, all site work at and about the Real Estate required, in the reasonable discretion of Lessor and its contractor(s), to enable installation of the Leased Property for the Permitted Use, including, without limitation, site grading and utility installation.

iii. Lessee shall have delivered proof of the insurance required under this Lease to Lessor.

iv. Lessee shall have delivered to Lessor proof of readily available, unencumbered funds sufficient to keep and maintain the Leased Property and fulfill its obligations under this Lease for a period of no less than one year, in form and substance reasonably satisfactory to Lessor.

v. Lessee shall have demonstrated its possession of or ability to acquire equipment necessary to unload the unassembled Leased Property upon delivery (e.g. a forklift of sufficient size and capacity).

vi. Lessee shall have performed such other actions or provided such other information and documents as may be reasonably requested by Lessor or its contractor(s) to confirm Lessee's compliance with the terms of this Lease and to enable the manufacture and installation of the Leased Property upon the Real Estate.

vii. Lessee shall have demonstrated to Lessor's reasonable satisfaction Lessee's arrangements and agreements in place for itself and/or other agencies to provide supportive services to occupants of the Leased Property during the Term of this Lease, such as mental health counseling, substance abuse treatment or employment assistance.

Section 8. <u>Alterations</u>

With the exception of improvements which are required to satisfy Lessee's obligations under Section 11 below which are made in strict accordance with the terms and conditions of this Lease, Lessee shall make no exterior or interior alterations, changes or improvements in or to the Leased Property without the prior written approval of Lessor, which approval shall be in Lessor's sole discretion. Any such alterations, changes or improvements so approved by Lessor shall be

made by Lessee at its sole cost and expense and shall be accomplished in a good and workmanlike manner in compliance with all applicable laws and building regulations. Lessee hereby completely and fully indemnifies Lessor against all mechanics' and materialmen's liens and other liens or claims which may arise in connection with the making of alterations, changes or improvements to the Leased Property; provided, however, that no person or party providing labor or materials with respect to such alterations, changes or improvements shall be entitled to claim any lien therefor upon the Leased Property.

Section 9. Right to Entry

Lessee shall permit Lessor and Lessor's representatives and independent contractors at any time during usual business hours (or after hours if reasonably deemed necessary by Lessor) to enter the Real Estate and the Leased Property for the purpose of installing and thereafter inspecting same and verifying compliance with the terms of this Lease.

Section 10. Utilities and Janitorial Services

Lessee shall arrange for delivery of and payment for all water, sewer, gas, heat, electricity (including without limitation electricity for exterior lighting), power, steam, telephone or other desired utilities and services to the Leased Property, together with any taxes thereon. Lessee shall also be responsible for all janitorial services to the Leased Property.

Section 11. Possession and Maintenance

Lessee acknowledges that it will and does hereby accept the Leased Property in its as-is condition as of the Delivery Date with no obligation of the Lessor to make any improvements, repairs, or replacements whatsoever thereto. Lessee shall, at all times, keep the Leased Property in good order, condition and repair with all appropriate maintenance and replacement as shall be necessary to comply herewith, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital, or noncapital, or the fault or not the fault of Lessee its agents, employees, invitees, visitors, and contractors, all at Lessee's sole cost and expense. In pursuance of this obligation of maintenance, Lessee agrees to cause the Leased Property to comply with all laws and ordinances and all valid rules and regulations of any federal, state, municipal or other public authority having jurisdiction over the Leased Property and further agrees to make all repairs, restorations, and replacements as is necessary in connection with the same and in the same quality and class equal to the original work or installations.

Section 12. Insurance

Lessee shall procure and maintain at all times during the Term, insurance of the types and to the limits specified herein issued by insurer(s) qualified to do business in Florida. Lessee acknowledges and agrees that the types and minimum limits of insurance herein required may become inadequate following during the Term of this Lease, and, therefore agrees that the minimum limits may be increased to commercially reasonable limits and/or additional types of insurance may be required by Lessor from time to time during the Term of this Lease.

Unless otherwise agreed by Lessor in writing, the amounts, form, and type of insurance shall conform to the following minimum requirements:

(a) Commercial General Liability Coverage. Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability forms filed by the Insurance Services Office. Lessor shall not be considered liable for premium or deductible payment or entitled to any premium return or dividend or be considered a member of any mutual or reciprocal company. Minimum limits of $2,000,000 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 policy coverage and the total amount of coverage required. Coverage must be provided for bodily injury and property damage liability for premises and operations. The coverage shall be written on occurrence-type basis and Lessor must be listed as an additional insured. 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.

(b) Lessee's required insurance shall be documented in Certificates of Insurance furnished to Lessor that list this Lease and provide that Lessor shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If requested by Lessor, Lessee shall furnish copies of Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies, when such become available to Lessee. Certificates shall be on the "Certificate of Insurance" form reasonably acceptable to Lessor. Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies reasonably acceptable to Lessor and shall file with Lessor Certificates of Insurance under the new policies at least 15 days prior to the Effective Date of such cancellation, adverse change, or restriction. Notwithstanding the foregoing, Lessee’s failure to timely deliver new Certificates of Insurance in accordance with the foregoing sentence shall not constitute an event of default under this Lease so long as there is no lapse in any insurance coverage.

The insurance coverage required of Lessee shall be considered primary, and all other insurance shall be considered as excess, over and above Lessor’s coverage, if any.

Section 13. Liens

Notwithstanding any contrary provision in this Lease, the interest of Lessor in the Leased Property shall not be subject to statutory construction liens arising by reason of improvements made by Lessee, and Lessee shall have no authority to create liens for labor or material on or against Lessor’s interest in the Leased Property. Lessee agrees to notify any materialman, supplier, contractor, mechanic or laborer involved with work on the Leased Property at Lessee’s request that he must look only to Lessee for payment and that Lessee has no authority whatsoever to bind Lessor or Lessor’s property interests.

Section 14. Lessee Covenants, Representations and Warranties

(a) Lessee is a not-for-profit corporation duly formed and validly existing under the laws of the State of Florida. Lessee has the full right, power and authority to enter into this Lease, to perform under this Lease, and to consummate the transactions contemplated by this Lease and the consummation of the transactions contemplated by this Lease will not violate any other agreement to which Lessee is a party.

(b) This Lease has been duly authorized, executed and delivered by Lessee, creates legal, valid and binding obligations of Lessee, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Lessee or the Real Estate is bound.

(c) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Lease by Lessee, other than has been previously provided in writing to Lessor.

(d) Lessee shall ensure that supportive services, such as mental health counseling, substance abuse treatment or employment assistance, are made available to occupants of the Leased Premises at all times during the Term of this Lease.

Section 15. Indemnity

Lessee, for itself and its officers, directors, agents, members, volunteers, invitees, and guests hereby agrees to indemnify, defend and hold Lessor and its elected and appointed officials, officers, members, directors, employees, contractors, volunteers, representatives and agents harmless from any loss, liability, cost, claim, demand, damage, action, cause of action, and/or suit, including, without limitation, reasonable attorneys' fees, incurred by Lessor that arises out of or in any manner pertains to the Leased Property, the Real Estate, or Lessee's violation of the terms of this Lease. This Section shall survive expiration or termination of this Lease.

Section 16. Assignment and Subletting

Lessee shall not assign any interest in this Lease (whether by sale of assets, merger, consolidation, or otherwise, or by sale or disposition of control or beneficial ownership of Lessee if Lessee is a corporation, partnership, limited liability company, professional association, or some other entity) and/or mortgage or encumber the Leased Property and/or sublease any portion of the Leased Property without first having obtained the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion, and any such assignment or mortgage or encumbrance or sublease made without Lessor's consent shall be void and, at the option of Lessor, shall terminate this Lease.

Section 17. Insolvency or Bankruptcy

(a) Any assignment by Lessee for the benefit of creditors or by operation of law shall not be effective to transfer any rights under this Lease to the assignee, without the prior written consent of Lessor.

(b) If at any time during the Lease Term there shall be filed by or against Lessee in any court, pursuant to any statute either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization or for appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, then Lessee shall be deemed to have breached this Lease. In such an event, Lessor shall have the option to cancel and terminate this Lease with or without notice. If Lessor exercises its option to cancel and terminates this Lease, neither Lessee nor any person claiming through or under Lessee shall be entitled to possession or to remain in possession of the Leased Property but shall forthwith quit and surrender the Leased Property.

Section 18. <u>Defaults and Remedies</u>

(a) Lessee Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

(1) The failure of Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee where such failure shall continue for a period of 30 days after written notice thereof from Lessor to Lessee; provided however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said 30 day period and thereafter diligently pursues such cure to completion, provided that in no event shall the cure period exceed 60 days;

(3) The making by Lessee of any general assignment for the benefit of creditors;

(4) The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within 90 days);

(5) The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets or of Lessee's interest in this Lease;

(b) Lessor Remedies. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand (except as specified in subsection 18(a) above) and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(1) Terminate Lessee's right to possession of the Leased Property by any lawful means, in which case this Lease shall terminate and Lessee shall, at Lessee's sole expense, immediately surrender and

deliver the Leased Property to Lessor at such location as Lessor my direct within the City of Pensacola.

(2) Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Leased Property. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease.

(3) Enter onto the Real Estate and access the Leased Property and perform such obligations required of Lessee under this Lease and assess the cost thereof to Lessee.

(4) Pursue any other remedy now available at law or in equity

(c) Lessee Remedies. In the event of failure of Lessor to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessor where such failure shall continue for a period of 30 days after written notice thereof from Lessee to Lessor, Lessee, as its sole and exclusive remedy, may terminate this Lease by written notice to Lessor.

Section 19. Surrender of Possession

Lessee agrees to vacate and surrender to Lessor possession of the Leased Property at the expiration or termination of this Lease, by lapse of time or otherwise, in as good a condition as when Lessee received the same at the Delivery Date following assembly, excepting only ordinary wear and tear. Immediately following such expiration or termination, Lessee shall, at Lessee's sole expense, deliver the Leased Property to Lessor in such manner and at such location within the City of Pensacola as Lessor my direct. This Section shall survive expiration or termination of this Lease.

Section 20. Demands and Other Instruments

All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the term of this Lease shall be in writing and shall be personally delivered, sent by Federal Express or other overnight or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid (and shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt), or by telecopy or electronic transmission (with proof of transmission and receipt):

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

With a copy to:

City of Pensacola

Attn: City Attorney
222 W. Main Street
Pensacola, FL 32502

Lessee: Re-Entry Alliance Pensacola, Inc.
Attn: Vince Whibbs, Jr.
P.O. Box 13224
Pensacola, FL 32591

With a copy to:

Mr. Ralph Peterson, Esq.
1465 Tiger Lake Drive
Gulf Breeze, FL 32563

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing and deliver to the other party.

Section 21. Severability

If under present or future laws effective during the Term of this Lease any clause or provision of this Lease is invalid or unenforceable, it is the intent of the parties that the remaining provisions of this Lease shall not be affected thereby. The captions of the paragraphs are added as a matter of convenience only and shall not be considered in construing any provisions of this Lease. The words, "Lessor" and "Lessee," and the words, "it" or "its," used with reference to the Lessor and Lessee, shall apply to individuals (male or female), partnerships, firms, associations and corporations, whichever is appropriate.

Section 22. Amendment or Modification

Lessee acknowledges and agrees that this Lease represents the entire agreement between the parties relating to the transactions contemplated hereby and it has not relied upon any statement, representation or agreement made by Lessor or any of its agents or representatives except as are expressed in this written Lease and that no amendment, modification or extension of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

Section 23. Successors

All terms, conditions and agreements to be kept and performed by the parties hereto shall be applicable to and binding upon their respective heirs, personal representatives, successors and assigns.

Section 24. Radon Gas

Lessor notifies Lessee as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

Section 25. Headings

The headings to the various sections of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

Section 26. Counterparts

This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 27. Applicable Law and Venue; Waiver of Jury Trial

This Lease shall be construed under and enforced in accordance with the laws of the State of Florida. Venue for any claim, action or proceeding arising out of or based upon this Lease shall be Escambia County, Florida. Neither Lessor nor Lessee shall seek a jury trial on any lawsuit, proceeding or counterclaim based upon or arising out of this Lease, or the relationship between the parties hereto as Lessor and Lessee. The provisions of this paragraph shall survive the termination or expiration of this Lease.

Section 28. All Genders and Numbers Included

Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this Lease, it shall equally apply to, extend to and include the other.

Section 29. Miscellaneous

(a) The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Lessor will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Lessee shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Lessee.

(b) In compliance with the provisions of Section 448.095, Florida Statutes, Lessee certifies that it and any contractors used by Lessee in performance of its obligations under this Lease 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, if and to the extent required by said Statute.

(c) If Lessee is not a governmental entity under Section 287.138(1), Florida Statutes, Lessee agrees that, prior to this Lease being executed, renewed, or extended between the

parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing Lessor with an affidavit signed by an officer or representative of Lessee under penalty of perjury attesting that Lessee does not use coercion for labor or services, as those terms are defined in that Section 787.06.

(d) Lessee agrees that, in its use of the Leased Property and performance under this Lease, it will not discriminate on the basis of race, religion, creed, color, national origin, sex, age, disability, or any other basis prohibited by applicable law.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

CITY OF PENSACOLA, a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to form:

_____
Adam C. Cobb, City Attorney

Lease – signature page

LESSEE:

RE-ENTRY ALLIANCE PENSACOLA, INC.

By: _____
Print Name: Vincent J. Whibbs, Jr
Title: Executive Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this 8 day of August, 2025, by Vincent J. Whibbs as Executive Director of the Re-Entry Alliance Pensacola, Inc., for and on behalf of said organization, who (✓) is personally known to me or ( ) has produced a driver's license as identification.

_____
Print: Richard S Lynch
NOTARY PUBLIC
[SEAL]

Notary Public State of Florida
Richard Lynch
My Commission HH 703763
Expires 9/8/2029

Lease – signature page

EXHIBIT A TO LEASE

[Specs for Leased Property to be attached]

PALLET OVERVIEW

Pallet PBC, a Public Benefit Corporation, designs and manufactures rapidly deployable, reusable, and scalable shelter solutions for homelessness and disaster response. Our shelter villages are designed to address the human displacement crisis by meeting the immediate needs of displaced populations and the workforces there to serve them. Through close collaboration with cities, counties, provinces, states, non-profits, tribal governments, and faith-based organizations, Pallet has established more than 116 shelter communities since our founding in 2016.

Like the City of Pensacola, we are committed to providing solutions and services for unhoused populations. Our approach is captured in our dual mission to shelter displaced people and to provide people with stable employment and growth opportunities.

As a fair chance employer, many of our employees have experienced homelessness, recovery from substance use disorder, or involvement in the criminal legal system and have found stability through meaningful employment. The lived experience of our employees has impacted our business in a positive way. We invest in people to maximize the potential of our employees by providing job and life skills training as well as personal support programs. We are a Certified Living Wage employer.

Pallet has created a transitional employment model to support people with lived experience. We provide avenues for careers with a living wage through our 9-month pre-apprenticeship training program. Pallet pays the employee for 40 hours per week: 32 hours are committed to manufacturing shelters and 8 hours are dedicated to an off-site pre-apprenticeship program. After completion of the training course, employees will transition into new jobs by entering a formal apprenticeship, working for partner employers, or continue with Pallet in a specific growth plan.

PROPOSED SOLUTION

Pallet® is The Leader in Rapid-Response Shelter Villages®. Our villages are designed to meet the needs of displaced people and those suffering from unsheltered homelessness.

Pallet is uniquely qualified to address your unique shelter needs and project timelines. Our experience deploying shelter communities across North America and our ability to manufacture 7-10 units per day makes us unmatched in emergency shelter production. Further, our shelters are designed and built in North America by a team with lived experience.

Pallet holds a patent on our shelter design in both the U.S. and Canada. Our shelters utilize structural composite panels, including our unique wall connector plates, bolts, and interlocking panels that create a sturdy, durable connection. This design provides superior shear strength at the wall-to-wall connection points without metal studs in the walls or roof system.

Our polypropylene panels are resistant to mold, mildew and rot, which makes them durable even in high-moisture climates. The panels are additionally formulated with a UV-resistant treatment, leading to resilience in the presence of constant sun exposure. Additionally, jurisdictions with high wind speeds benefit from our engineered design that incorporates a continuous load path from roof to floor, giving our shelters a 170 mph Exposure B Wind Rating and 155 mph Exposure C Wind Rating.

With climate control options, electrical connections, integrated shelving, fire safety equipment, and optional beds and desks, Pallet produces the only available turn-key shelter solution that can be rapidly deployed on a large scale to address the human displacement crisis.

We have worked with communities just like yours and have the experience to support the City of Pensacola with safe, secure shelters for unhoused members of your community. We can also provide hygiene units necessary to meet the needs of Pallet village residents. The products we propose for this project and their specifications are outlined below. In Appendix A we include full product specifications sheets for both our 70 sq. ft. and 120 sq. ft. Sleeper shelters and our proposed Hygiene units.

It is important to note that our current 70-square-foot shelter, as shown in the following product specifications, allows for just one bed. We do offer two bed sizes: one for a single individual and a queen size bed for couples. Our engineering team is prepared to modify our design and the location of our heater/A/C unit within the shelter so that two beds can be accommodated. This change can be completed within twelve (12) weeks of the contract award date.

Your project will be supported by an experienced and dedicated team. Team bios are located in Appendix B.

- Greg Millholland, VP of Production & Engineering, is responsible for ensuring that the units are built to meet high quality standards within the timeframe necessary to meet the requirements of this RFP as well as the needs of your community.
- James Bennett manages the deployment of our shelters. He has personally worked on over 65 installations.
- John Baskett will be your point of contact immediately following the contract award. John will work with you to coordinate delivery schedules and address any questions pertaining to site preparation and Pallet products.
- Sarah Al-Khalil, our Customer Service Specialist, will be your point of contact during the warranty period.

Assembly and Disassembly

Pallet has fabricated, shipped, and assembled over 4,500 structures including both sleeping shelters and hygiene units. Our shelters have been deployed in both the U.S. and Canada. We have set up Pallet communities in 29 states including Florida.

Our shelters are designed and manufactured in our production facility in Everett, Washington. The panelized structures are then packed flat onto pallets and stored ready for shipment. Once shipped to the project site, each unit can be assembled in one hour on any level site with minimal tools. No heavy equipment is required to assemble the structures. Our crew can assemble an entire shelter village in a day.

We understand that not all units will be shipped to the same location or at the same time. We can fulfill your requirement that all units be delivered by November 1, 2026. Shelters and Hygiene units can be shipped within eight (8) to twelve (12) weeks of request and often sooner. We maintain a certain quantity of finished shelters on hand.

An 8,000 lb. (3629kg) forklift with 8-foot (2.7m) forks will be needed onsite for delivery at the responsibility and cost of the customer. Pallet is not responsible for site grading, leveling of shelters, staking to the ground, or electrical connections to the shelters.

Parts and Repairs Information

After the units are deployed and fully assembled, we will conduct a site walk-through, allowing your team to ensure proper installation of the structures and confirm that the installation is complete. If any work is identified as incomplete, a punch list will be developed and addressed immediately. Once that is completed and approved, your two-year warranty will commence.

During the warranty period and beyond, you will be supported by our Customer Service Specialist, Sarah Al-Khalil. She is your primary contact for any assistance, warranty claims, repairs, and additional supply requests such as mattresses. She is also your main contact for sharing product feedback. You can reach her at support@palletshelter.com. We aim to respond to requests within 24 hours.

Material Durability and Sustainability

Our S2 Sleeper shelters and Hygiene units are designed and built with sustainability in mind. They can be reused for 15+ years. The polypropylene-based thermoplastic panels at the core of our design are 100% recyclable and are resistant to mold, mildew and rot as stated above. Additional components such as steel flashing and the aluminum used in our base frames, wall studs, and trim pieces are also fully recyclable. The choice to use these materials, as well as our commitment to creating durable, reusable structures built to last in various climates and weather conditions, lead to a significant reduction of waste in our manufacturing process.

Our panel material is a resilient, lightweight, recyclable, engineered thermoplastic composite sandwich panel. The panel is engineered with high glass content skins optimized to provide durability and stiffness at the lowest weight possible. The foam core is manufactured with Herculean™ technology, providing a thermally fused composite structure. The product is hydrophobic, resists corrosion, mildew, degradation, and can be easily cleaned. Both exterior surfaces feature Royal Watson® glossy white finish for long-lasting UV stability and Surlok® bonding technology. BioStat® technology is built into the Royal Watson® surface providing a surface that meets the FDA requirements for direct food contact.

Our shelter panels have a Class C Fire Rating from independent testing under ASTM 84, the same rating expected of residential room interiors per IBC section 803. The skins on our shelter panels have a Class B fire rating.

Our structures meet IBC wind and snow load requirements. Structural analysis for wind loads has found that with site-appropriate anchoring, our standard 70- and 120-square-foot shelter units can withstand up to 155 mph winds, while our Heavy-Duty versions can withstand 170 mph winds.

Interior Furnishings: Beds, Desk, Shelves/Storage, Mattress Pad, Door Lock

The following items are included within your shelter:

- Bed frame – Powder coated metal mattress foundation frame
- Shelving/storage space
- Operable residential windows
- Lockable exterior door
- High quality foam mattress with water resistant cover
- Reading/task light
- Emergency egress window
- Desk

Electric Appliances: Air Conditioner, Task Light, Smoke/CO detector, Plug-Ins, 120V Electrical Kit w/1500-Watt heater

2,750-Watt Heater

Contractor shall supply and install LPW Series in-wall mounted forced-air electric heaters manufactured by King Electrical Mfg. Company, of the wattage and voltage as indicated on the plans.

King's exclusive dual Pic-A-Watt steel fin elements allow customers to select from a range of wattage options, tailoring the heater to an area's specific heating requirements. Standard with a 3-position Heat/Fan/OFF-DISCONNECT Switch and a fan delay to help dissipate heat from the high-mass steel plate fin elements thereby prolonging heater life and increasing energy efficiency. The high quality built-in thermostat has degrees on the label so temperature selection is easy and accurate.

- **Motor:** Heavy-duty, cast iron, unit bearing, permanently lubricated with 20cc oil reservoir, 1440 RPM. Enclosed impedance protected with intake air cooling motor for increased bearing life.
- **Fan:** High efficiency, dynamically balanced 5-blade aluminum fan. 185 CFM. 15 ft Air Throw.
- **Thermostat:** 1-Pole built-in thermostat 45-80°F operating range.
- **Approvals:** cULus

A/C Unit (8,000 – 10,000 BTU)

- Whirlpool air conditioner
- **Exceptional Cooling:** This powerful through the wall air conditioner is not suitable for window installation. COOLING FLEXIBILITY: With 8-way directional louvers, 3 fan speeds, 4 operation modes, and a temperature setting range of 62-86F degrees, you can customize your cooling to fit your specific needs. On-board electronic controls are supplemented by a convenient remote control, and an integrated, programmable 24-hour timer completes the customization options.
- **Universal Fit Size:** With dimensions of 20.3" D x 24.2" W x 14.5" H, the Whirlpool Through the Wall fits into sleeves 24.5"-27" wide and comes with a trim kit .
- **Eco and Sleep Function:** Eco Mode conserves energy by turning off the compressor when your desired room temperature is reached. Sleep Mode adjusts the temperature and fan speed to make you more comfortable, using less energy without disturbing your sleep.
- Eco function uses less energy for savings on your utility bill
- Removable and washable air filter with clean filter alert for convenient maintenance
- U.L. listed

Smoke and Carbon Monoxide Detector

FireX Combination Smoke and Carbon Monoxide Alarm model CUAC10YFEX.

This alarm offers a modern 5" design ideal for all living spaces. Cutting edge technology sends fast alerts and enhanced sensing technology reduces false alarms.

Comprehensively tested and designed to the latest UL standard for safety and reliability, this FireX alarm is powered by a 120V AC with 10-year backup battery, so you never have to change a battery and alerts you to both smoke & carbon monoxide (CO) using a single, cost-effective device. Equipped with end-of-life notifications, the alarm will beep to remind you it's time to replace it 10 years after it is powered. This alarm also has interconnected alarm activation so you never miss an emergency and can get out faster.

Dimensions of Proposed Units (Product sheets are included in Appendix A of our proposal)

Pallet Hygiene units are designed for comfort, function, and privacy. All Pallet Hygiene units use standard bathroom fixtures and layouts. Each unit is easy to install and maintain, with complete plumbing and power systems in place upon delivery. Adding these facilities to a village is as simple as placing them, installing fixtures, and connecting them to standard infrastructure lines. Infrastructure Needs

S2 Sleeper (70 sq. ft.)

Private sleeping shelter for one person or couple
70 sq. ft. (6.5 m2)
Footprint Dimensions:
10'3" W x 7'3" D x 6'9 1/2" to 7'8" H (312.4 cm W x 221 cm D x 207 cm to 233.7 cm)

S2 Sleeper (120 sq. ft.)

Private sleeping shelter for 2 people, families, or office space
120 sq. ft. (11.15 m2)
Footprint Dimensions:
17'5" W x 7'3" D x 6'9½" to 7'8" H (530.9 cm W x 221 cm D x 207 cm to 233.7 cm)

2-Stall Hygiene

Hygiene facility with toilet, sink, and shower
100 sq. ft. (9.29 m2)
Footprint Dimensions:
13'9⅞" W x 7'9¾" Dx 7'6" to 8'10" H (421.3 cm W x 238.1 cm D x 228.6 cm to 269.2 cm H)

Accessible + Half Bath Hygiene

Hygiene facility with accessible layout
100 sq. ft. (9.29 m2)
Footprint Dimensions:
13'9⅞" W x 7'9¾" Dx 7'6" to 8'10" H (421.3 cm W x 238.1 cm D x 228.6 cm to 269.2 cm H)

Infrastructure Needs

Pallet hygiene units are a flexible system that can be installed on a wide variety of surfaces and connected to a number of power sources and standard sewer service lines.

Each hygiene unit comes with a toilet, shower, and sink. A smoke detector/CO monitor is installed in each unit and an emergency egress is incorporated into the design of the structures.

Basic Hygiene units shall have:

- A minimum 100 sq. ft. interior space
- A minimum of a toilet, shower, and sink
- Smoke/CO detector
- Emergency egress
- Compliant with all relevant building codes

Code Compliance

We have reviewed the City of Pensacola building codes.

Fire Rating: Foamed plastic insulation and panel cores are required to have a flame spread index of no greater than 75 92603.3. Our panel material has a class B skin (Flame spread index = 50, smoke development index = 135 per Intertek testing). Our core has a flame spread index of 110-115, and a smoke development index of 190-350. While we fall short of full compliance, we provide easy egress and fire extinguishers in all units.

Our shelters fall within the fire separation distance requirement for type V-B construction.

Wind: Our shelters are designed to withstand wind loads of 155 mph to 170 mph exposure, exceeding the 151 mph requirement in the code.

Electrical: Our units are designed to comply with the 2023 National Electrical Code (NEC).

Roof Load: Our shelters are designed to withstand a superimposed roof load of up to 80 lb. per sq. ft., exceeding the Pensacola Florida code requirement of 20 lb. per sq. ft.

Safety Glazing: Windows within a 24" arc of door are required to have safety glazing (2406.2). We use tempered glass for our windows; glazing can be added as needed.

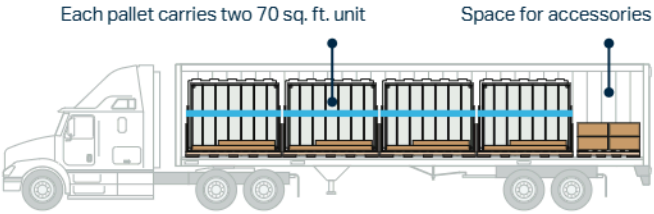
DELIVERY TIME & LEADS

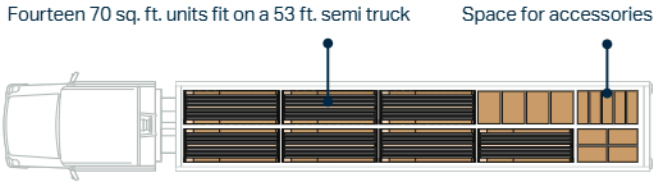
Pallet is the leader in rapid-response shelter villages. Our standard lead times are eight to twelve weeks, but we can often deliver on a much quicker timeline.

We recognize that though the city estimates purchasing and installing a mixture of individual shelter units and basic hygiene units (between 20-40 shelters and/or 3-5 hygiene units), these quantities may ultimately change. Because we build stock for inventory and have a production capacity of producing 7-10 shelters per day, we can easily accommodate changes to your estimate and respond quickly.

S2 Sleeper 70

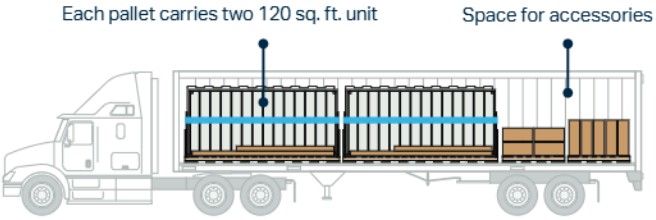
Our S2 Sleeper, the 70-square-foot structure we are proposing for your solution, will ship in a 53-foot trailer truck. Each trailer can hold 14 panelized shelters that will be assembled onsite. The shipping cost per shelter will fluctuate depending on the number of units that will be shipped to each location and when they are shipped. Because all units will not be shipped to the same location or at the same time, with remaining units to be received by November 1, 2026, shipping costs may fluctuate. We have estimated a shipping cost of $1,200 per unit.

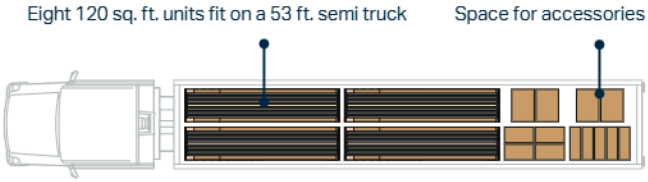




S2 Sleeper 120

Our 120 square-foot structure has the same lead times as our 70 square-foot structure. Shipping cost per unit are estimated to be $1,200 per unit as well.





Hygiene Units

The delivery time for a hygiene unit is eight to twelve weeks. The fabrication of the hygiene units begins once we receive an order. As with the S2 Sleeper, shipping costs can fluctuate based on how many units are shipped per location as well as when the units are shipped. Estimated shipping costs are $10,000 per unit. We have assumed one to two units will be shipped to each location.

PRICE

In response to ADDENDUM #2 questions 5 and 13, we have included four different pricing options based on product selection for Pallet's S2 shelters. Each option includes delivery and installation costs and is priced per unit. The total cost will change depending on the specific product selected and the number of units required. Although we have provided four primary configurations, any combination of unit types and quantities can be customized to best meet the needs of the City of Pensacola.

For comparative purposes, the pricing below assumes the purchase of forty (40) sleeping shelters, three (3) 2-stall hygiene units, and two (2) 2-stall accessible hygiene units. These quantities are adjustable based on the final needs of the project. The Modular Shelter options for the City of Pensacola are listed below:

1. 70 SQ. FT. Sleeper Unit (Single occupancy)
    - Features: 120V 2,750-Watt Heater, A/C 8,000 BTU 120V, 1 Twin Bed, 1 Desk
    - Price: $17,970
2. 70 SQ.FT. Sleeper Unit (Double occupancy)
    - Features: 120V 2750 Watt Heater, A/C 8,000 BTU 120V, 2 Beds, 1 Desk
    - Price: $19,970
3. 70 SQ.FT. Sleeper Unit (Double occupancy, suitable for couples)
    - Features: 120V 2750 Watt Heater, A/C 8,000 BTU 120V, 1 Queen Bed, 1 Desk
    - Price: $18,028
4. 120 SQ.FT. Sleeper Unit (Double occupancy, two beds, two desks)
    - Features: 240V 4,500 Watt Heater, A/C 8,000 BTU 120V, 2 Twin Beds, 2 Desks
    - Price: $23,595

Customizability and Budget Flexibility:

Our offerings allow flexibility for managing project budgets. Double occupancy may not be required for every shelter, enabling the City of Pensacola to choose the most suitable combination of structures that address both the community's diverse needs and the available budget. Additionally, while our 120 sq. ft. shelter provides the best fit for the project's specifications, the 70 sq. ft. options offer alternative configurations to accommodate different site and occupancy requirements.

Our current 70 sq. ft. shelter accommodates one XL Twin bed and one desk or one Queen bed and one desk. The Queen bed allows for double occupancy when a couple needs shelter. Our 120 sq. ft. shelter best meets the specifications of the RFP, as there is ample room for two beds and two desks for each shelter.

Pallet offers additional product choices to manage your budget, giving the City of Pensacola the widest possible selection and combination of structures to accommodate the different needs and budget of each site.

Detailed Pricing Breakdown:

The following section provides a comprehensive breakdown of the pricing for each of the four shelter options. These estimates are based on the assumed quantity of units and include delivery and installation costs. Each option is designed to provide flexibility in meeting the city's specific needs, with variations in size, occupancy, and features to allow for customization based on project goals and budget.

Option 1.

ITEM NO.	EST. QTY	ITEM DESCRIPTION (INCLUDING SQ. FT.)	PRICE PER UNIT	DELIVERY COST TO DESTINATION	INSTALLATION COSTS
1	40	S2-70 SQFT. Sleeper with 120v 2750 Watt Heater, A/C 8,000 BTU 120V, 1 Twin Bed, 1 Desk	$17,970.00	$1,200.00	$1,100.00
2	3	2-Stall BR Unit (Toilet, Shower, Sink)	$44,995.00	$10,000.00	$0.00
3	2	2-Stall Accessible BR Unit (1 Full Bath, 1 Admin Half Bath)	$44,995.00	$10,000.00	$0.00
		TOTAL PRICE	**$1,085,775.00**		

Option 2.

ITEM NO.	EST. QTY	ITEM DESCRIPTION (INCLUDING SQ. FT.)	PRICE PER UNIT	DELIVERY COST TO DESTINATION	INSTALLATION COSTS
1	40	S2-70 SQFT. Sleeper with 120v 2750 Watt Heater, A/C 8,000 BTU 120V, 2 Beds, 1 Desk	$19,970.00	$1,200.00	$1,100.00
2	3	2-Stall BR Unit (Toilet, Shower, Sink)	$44,995.00	$10,000.00	$0.00
3	2	2-Stall Accessible BR Unit (1 Full Bath, 1 Admin Half Bath)	$44,995.00	$10,000.00	$0.00
		TOTAL PRICE	**$1,065,775.00**		

Note: this option requires modifications to our existing design to accommodate two beds

Option 3.

ITEM NO.	EST. QTY	ITEM DESCRIPTION (INCLUDING SQ. FT.)	PRICE PER UNIT	DELIVERY COST TO DESTINATION	INSTALLATION COSTS
1	40	S2-70 SQFT. Sleeper with 120v 2750 Watt Heater, A/C 8,000 BTU 120V, 1 Queen Bed, 1 Desk	$18,028.00	$1,200.00	$1,100.00
2	3	2-Stall BR Unit (Toilet, Shower, Sink)	$44,995.00	$10,000.00	$0.00
3	2	2-Stall Accessible BR Unit (1 Full Bath, 1 Admin Half Bath)	$44,995.00	$10,000.00	$0.00
		TOTAL PRICE	**$1,088,095.00**		

Option 4.

ITEM NO.	EST. QTY	ITEM DESCRIPTION (INCLUDING SQ. FT.)	PRICE PER UNIT	DELIVERY COST TO DESTINATION	INSTALLATION COSTS
1	40	S2-120 SQFT. Sleeper with 240v 4,500 Watt Heater, A/C 8,000 BTU 120V, 2 Twin Bed, 2 Desks	$23,595.00	$1,200.00	$1,100.00
2	3	2-Stall BR Unit (Toilet, Shower, Sink)	$44,995.00	$10,000.00	$0.00
3	2	2-Stall Accessible BR Unit (1 Full Bath, 1 Admin Half Bath)	$44,995.00	$10,000.00	$0.00
		TOTAL PRICE	**$1,310,775.00**		

Please Note:
- If number of units delivered to any one site is ten or less, per unit installation costs will be $1,500.
- Tax is not included in Total Price

We look forward to working with you to tailor the shelter solution that best suits the City's needs while remaining within the project's budget constraints.

WARRANTY

PALLET LIMITED WARRANTY

The Pallet Shelter model purchased by you ("Shelter") is designed to provide a safe, reliable, and compact shelter for use as temporary housing.

What does this Limited Warranty cover?

This Limited Warranty only covers defects in materials and workmanship of the Pallet Shelter and the following list of products under Normal Use and Maintenance (each, a "**Defect**") for the "Warranty Period" as defined below (collectively with the Shelter, the "**Products**"):

- 2-Stall Bathroom, including walls, flooring, roof, door(s) and door handle(s), and windows
- ADA Full Bathroom, including walls, flooring, roof, door(s) and door handle(s),and windows
- S2-70 Sq Ft Structure including walls, flooring, roof, door(s) and door handle(s),and windows
- S2-120 Sq Ft Structure including walls, flooring, roof, door and door handle, and windows

"**Normal Use and Maintenance**" includes the use and habitation of the Shelter by no more than four (4) adults on a level and stable outdoor surface, while following the Shelter User Manual and Product Instructions provided by Pallet to you from time to time. Normal Use and Maintenance does not include any other use or maintenance not specified herein.

What is the Coverage period?

This Limited Warranty starts on the date of delivery of the Shelter and lasts for two (2) years (the "Warranty Period"). The Warranty Period for the Shelter electrical system and components shall be thirty (30) days from the Shelter's connection to electrical utilities. The Warranty Period is not extended if we repair or replace a Product. We may change the availability of this Limited Warranty at our discretion, but any changes will not be retroactive.

When does this coverage period begin?

The Warranty Period begins when the Product is delivered to either a project site or storage site.

Is anything required to trigger my rights under the warranty?

Yes. Your rights under this Limited Warranty will not take effect and will not be available to you unless and until you participate in the completion of a shelter inspection checklist within three (3) days after assembly of a Shelter. If Pallet assembles the Shelter, Pallet will initiate this process and you will be required to provide a representative to participate in the inspection. If you choose to assemble your own Shelter, you must complete and supply to Pallet a Shelter inspection checklist within the required time. A Pallet hygiene or laundry unit must be inspected within seven (7) days of connection to water and electrical utilities. Any failure to participate in or conduct the required inspection checklist shall not toll, delay, or stay the applicable Warranty Period, which shall begin running on the date of delivery as described herein.

How do you obtain warranty service?

To obtain warranty service under this Limited Warranty for a Defect, you must first contact us in writing at support@palletshelter.com prior to the expiration of the Warranty Period and within thirty (30) days of discovering the Defect, specifying (a "**Warranty Claim**"):

The entire Limited Warranty can be found on our website, www.palletshelter.com/warranty, or provided to you upon request.

S2 SLEEPER | (70 sq. ft. | 6.5 m2)

The Pallet® S2 Sleeper is our new line in safe, dignified, rapid-response shelter solutions. Our industry-leading design features a mono-pitch roof, smooth exterior and interior panels, improved energy efficiency, and protection from the elements. The S2 Sleeper is also designed for rapid deployment and assembly.

The 70 sq. ft. (6.5 m2) model is perfect for one person or a couple.

Standard Features

1. Residential windows with advanced Low-E insulated glass
2. Integrated customizable wire shelving system
3. 120V convenience plugs
4. Interior LED lighting
5. Smoke/CO detector combo unit
6. Pedestal leveling system
7. Heater and A/C units

Optional

Freestanding Twin XL bed frame and mattress with bedbug-resistant cover

Freestanding desk

Programmable digital keypad entry

Generator Quick-Connect enables generator compatibility

Benefits

Rapid: Our new patent pending connection system has fewer bolts, bringing installation time down to under an hour. This means an entire village community of interim shelter can be built in a day.

Safe: Each shelter is equipped with a solid core front door with kick plate and peephole; robust fire, snow, and wind ratings; and an egress window and fire extinguisher in case of emergency.

Dignified: Locking doors, residential windows, easily accessed interior lighting, and climate control options offer residents a comfortable and dignified space to plan their next steps.

Technical Specifications

Interior Dimensions	10' W x 7' D x 6'9½" to 7'8" H	304.8 cm W x 213.4 cm D x 207 cm to 233.7 cm H
Square Footage	70 sq. ft.	6.5 m2
Shelter Weight	Approx. 900 lb.	Approx. 408 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B
Design Snow Load	Up to 40 lb. per sq. ft. (Standard) Up to 80 lb. per sq. ft. (High Load)	1.9 kPa (Standard) 3.83 kPa (High Load)

Class B Fire rating for panel skin
Class C Fire rating for full assembly

Our 2750W & 4500W climate control system can maintain comfortable interior temperatures when the temperature outside drops as low as -40 F | -40 C and rises up to 120 F | 48 C

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

S2 SLEEPER (70 SQ. FT.)

Standard Product Specifications

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	10'6¼" W x 7'6 1/2" D	320.7 cm W x 229.9 cm D
Exterior Dimensions, Wall-to-Wall	10'3" W x 7'3" D	312.4 cm W x 221 cm D
Interior Dimensions, Wall-to-Wall	10' W x 7' D	304.8 cm W x 213.4 cm D
Overall Height	8'7½" H	262.9cm H
Min/Max Ceiling Height	6'9½" to 7'8" H	207 cm to 233.7 cm
Interior Square Footage	70 sq. ft.	6.5 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Solid Core Door	1 @ 36" x 80"	1 @ 91.4 cm x 203.2 cm
Casement Egress Window	1 @ 36" x 36"	1 @ 91.4 cm x 91.4 cm
Additional Double Pane Insulated Windows	1 @ 24" x 30"	1 @ 61 cm x 76.2 cm

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Weight of Unit (Including Standard Features & Max Occupancy Beds)	Approx. 900 lb.	Approx. 408 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,500 lb.	Up to 680 kg
Design Snowload Rating	Up to 40 lb. per sq. ft. (Standard) Up to 80 lb. per sq. ft. (High Load)	1.9 kPa (Standard) 3.83 kPa (High Load)
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	
Max # of Beds and Size (Twins, Fulls, etc)	1 Twin XL	
Twin XL Bed Weight Limit	1,500 lbs	680 kg

Delta T

DESCRIPTION	STANDARD SPECIFICATIONS	
120V 2,750W Heater	90F	50C
240V 4,500W Heater	120F	66C

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel
Windows	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1.5"	3.8 cm
Roof	2"	5.1 cm
Floor	0.5"	1.3 cm

Infrastructure Requirements

DESCRIPTION	STANDARD SPECIFICATIONS
Electrical Connection	120V or 240V Service Options Available
Tie Down Requirement per Corner	Up to 1,500 lb. / 680 kg (Depends on local wind rating)

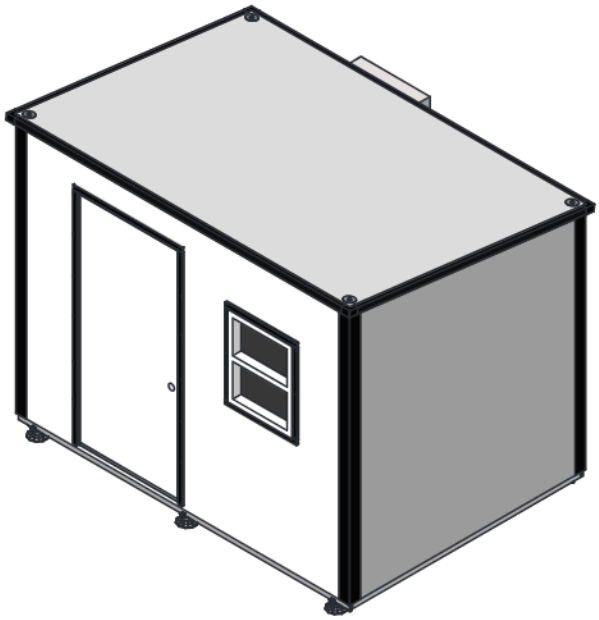
*NOTE: For installation on different soil types, please refer to the infrastructure guide.

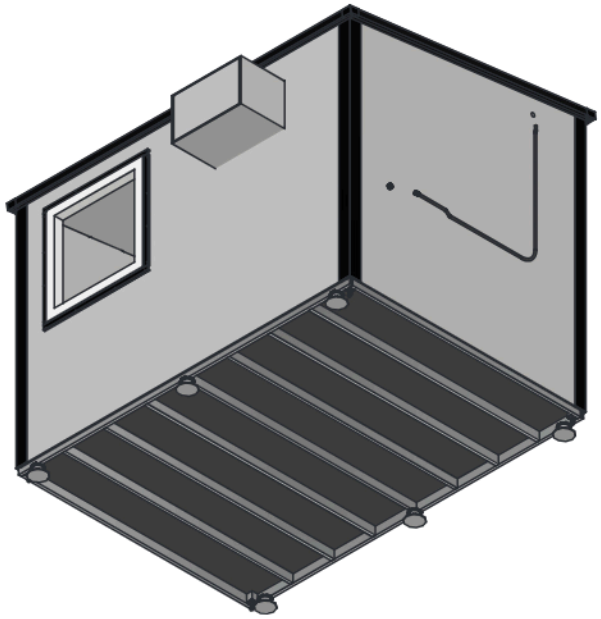
Standard Features

- Locking solid core door w/ master key
- Emergency egress casement window
- Vinyl frame with dual pane Low-E glass windows
- Adjustable shelving
- Three 120V outlets
- Interior LED lighting
- Hardwired CO/smoke detector with battery backup
- Wall-mounted fire extinguisher
- Exterior-mounted breaker box
- Wall mounted Pic-A-Watt 1,250W-2,750W or 2,250W-4,500W heater
- Thru-wall 8,000 BTU A/C unit

Optional Accessory Features

- Desk
- Twin XL bed frame
- Twin XL 'Relief Bed' 38"x 80" (96.5cm x 203.2cm) mattress
- Programmable digital keypad entry
- Exterior light
- Generator Quick-Connect





Pallet

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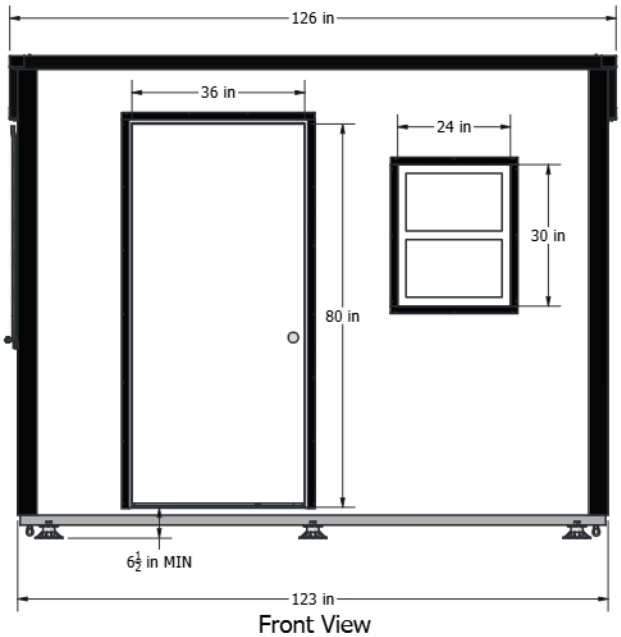
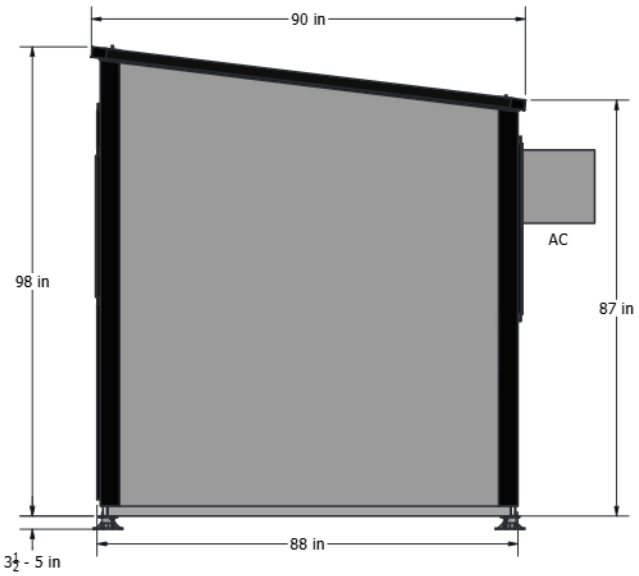
DATE	10/3/2023		Released; SHEET 1 OF 7



Front View



Side View (Right)

Pallet

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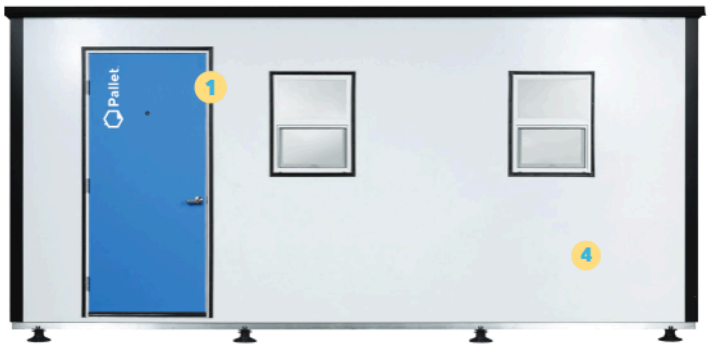
DATE	10/3/2023		Released; SHEET 2 OF 7

S2 SLEEPER | (120 sq. ft. | 11.15 m2)

The Pallet™ S2 Sleeper is our industry-leading line of safe, durable, rapid-response shelters. Designed for rapid deployment and assembly, the S2 Sleeper also features energy efficient construction, smooth exterior and interior panels, and climate control options fit for any conditions.

The 120 sq. ft. (11.15 m2) is a comfortable and dignified space for two people or families to plan their future, and can also be used as office space and storage for onsite service provider staff.



Standard Features

1. Durable solid core residential exterior door and frame
2. Structurally insulated FRP walls
3. Heater and A/C units
4. Inorganic mold-, mildew-, and pest-resistant construction materials
5. Interior LED lighting
6. Smoke/CO detector combo unit
7. Integrated customizable wire shelving system

Optional

Freestanding Twin XL bed frame and mattress with bedbug-resistant cover

Freestanding desk

Programmable digital keypad entry

Benefits

Safe: Our patent pending structural panel system creates tight corner fittings and energy efficiency. Robust fire, wind, and snow load ratings are fit for even extreme weather and storm- prone locales.

Adaptable: An adjustable pedestal leveling system makes the S2 Sleeper ready for a variety of terrains, and the tie-down system anchors the roof to the floor for structural integrity in variable conditions.

Versatile: In addition to its use as private, comfortable sleeping quarters for two people or families, the 120 square foot (11.15 m2) model of the S2 Sleeper can also be converted as office and storage space.

Technical Specifications

Interior Dimensions	17'2" W x 7' D x 6'9½" to 7'8" H	523.2 cm W x 213.4 cm D x 207 cm to 233.7 cm H
Square Footage	120 sq. ft.	11.15 m2
Shelter Weight	1,300 lb.	590 kg
Wind Rating	Up to 155 mph sustained	Up to 250 kmh sustained
Snow Load Rating	40 lb. per sq. ft.	1.9 kPa

Class B Fire rating for panel skin
Class C Fire rating for full assembly

Our 2750W & 4500W climate control system can maintain comfortable interior temperatures when the temperature outside drops as low as -40 F | -40 C and rises up to 120 F | 48 C

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

S2 SLEEPER (120 SQ. FT.)

Standard Product Specifications

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	17'8¼" W x 7'6½" D	539.1 cm W x 229.9 cm D
Exterior Dimensions, Wall-to-Wall	17'5" W x 7'3" D	530.9 cm W x 221 cm D
Interior Dimensions, Wall-to-Wall	17'2" W x 7' D	523.2 cm W x 213.4 cm D
Overall Height	8'7½" H	262.9 cm H
Min/Max Ceiling Height	6'9½" to 7'8" H	207 cm to 233.7 cm
Interior Square Footage	120 sq. ft.	11.15 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Solid Core Door	1 @ 36" x 80"	1 @ 91.4 cm x 203.2 cm
Casement Egress Window	1 @ 36" x 36"	1 @ 91.4 cm x 91.4 cm
Additional Double Pane Insulated Windows	2 @ 24" x 30"	2 @ 61 cm x 76.2 cm

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Weight of Unit (Including Standard Features & Max Occupancy Beds)	1,300 lb.	590 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,500 lb.	Up to 680 kg
Design Snowload Rating	Up to 40 lb. per sq. ft. (Standard) Up to 80 lb. per sq. ft. (High Load)	Up to 1.9 kPa (Standard) Up to 3.83 kPa (High Load)
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	
Max # of Beds and Size (Twins, Fulls, etc)	2 Twin XL or 1 Full	
Twin XL Bed Weight Limit	1,500 lbs	680 kg

Delta T

DESCRIPTION	STANDARD SPECIFICATIONS	
120V 2,750W Heater	90F	50C
240V 4,500W Heater	120F	66C

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel
Windows	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1.5"	3.8 cm
Roof	2"	5.1 cm
Floor	0.5"	1.3 cm

Infrastructure Requirements

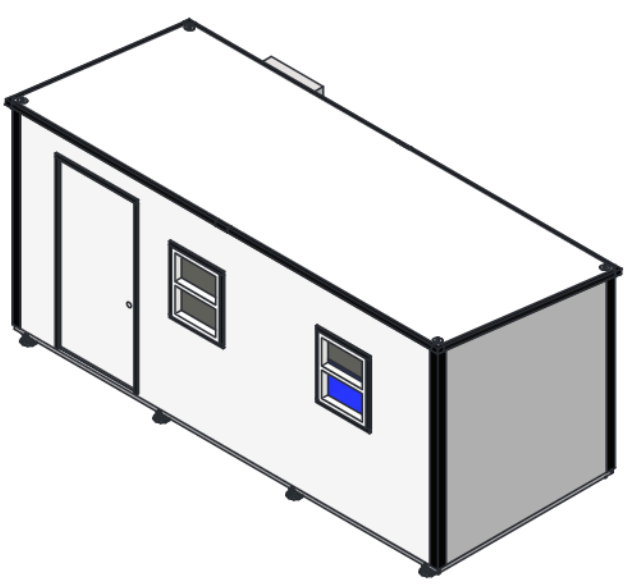
DESCRIPTION	STANDARD SPECIFICATIONS
Electrical Connection	120V or 240V Service Options Available
Tie Down Requirement per Corner	Up to 1,500 lb. / 680 kg (Depends on local wind rating)

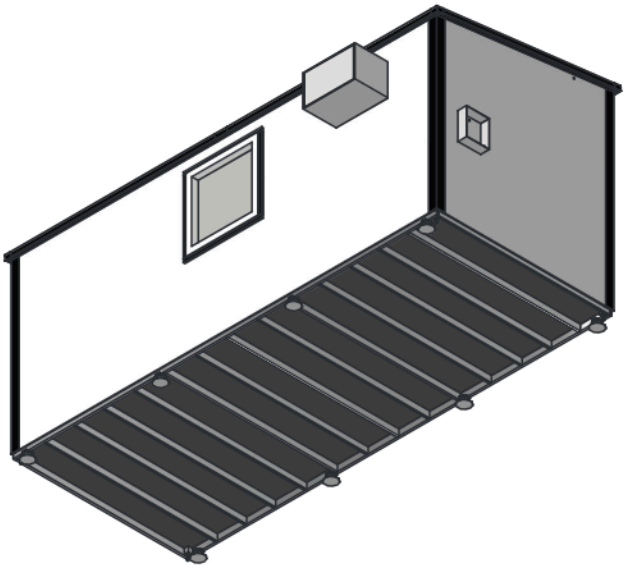
Standard Features

- Locking solid core door w/ master key
- Emergency egress casement window
- Vinyl frame with dual pane Low-E glass windows
- Adjustable shelving
- Three 120V outlets
- Interior LED lighting
- Hardwired CO/smoke detector with battery backup
- Wall-mounted fire extinguisher
- Exterior-mounted breaker box
- Wall mounted Pic-A-Watt 1,250W-2,750W or 2,250W-4,500W heater
- Thru-wall 8,000 BTU A/C unit

Optional Accessory Features

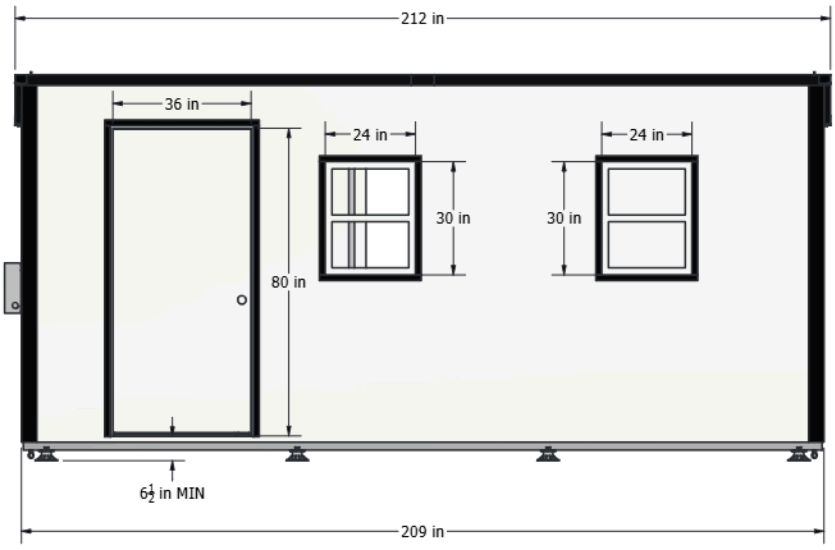
- Desk
- Twin XL bed frame
- Twin XL 'Relief Bed' 38"x 80" (96.5cm x 203.2cm) mattress
- Programmable digital keypad entry
- Exterior light



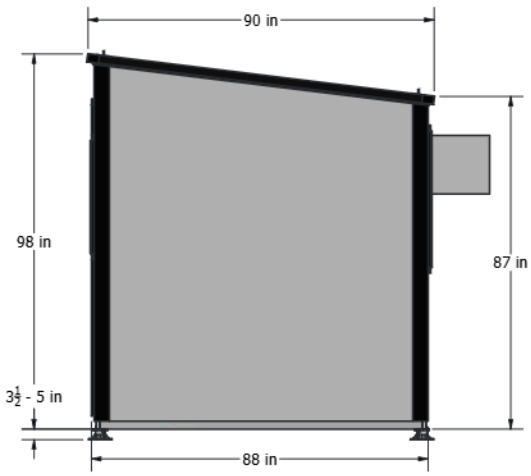


Pallet

DRAWN BY	TrevorRussell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	TITLE: 120 Sales Overview — REV: E
DATE	10/3/2023		Released — SHEET 1 OF 7



Front View



Side View (Right)

Pallet

DRAWN BY	TrevorRussell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	TITLE: 120 Sales Overview — REV: E
DATE	10/3/2023		Released — SHEET 2 OF 7

TWO-STALL HYGIENE

Pallet

Based on the proven durability and longevity of our shelter design, this hygiene structure provides a private, lockable space with flushable toilet, a sink, and a shower in each of its two rooms. Easy to install, clean, and maintain, the Two-Stall Hygiene unit is an essential part of any dignified shelter community.

Standard Features

1. Standard flush toilets and hot/cold water sinks and showers
2. Standard sewer and electrical hookups for easy installation
3. Locking doors
4. Heat, A/C, exhaust fan, and humidity sensor
5. Slip-resistant floors
6. Resistant to mold, mildew, and pests

Benefits

Easy to Maintain: Simple layout with easy-to-clean materials and surfaces.

Dignified: The privacy and comfort of lockable doors and standard residential fixtures.

Pre-Built: All units come fully assembled, meaning quick and convenient installation.

Technical Specifications

Interior Dimensions (Stalls)	6'8⅝" W x 7'⅝" D x 7'6" to 8'10" H	204.7 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H
Square Footage	100 sq. ft.	9.3 m2
Shelter Weight	Approx. 2234 lb.	Approx. 1013 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B
Design Snow Load	Up to 80 lb. per sq. ft.	3.83 kPa

Class B Fire rating for panel skin
Class C Fire rating for full assembly

BUILT AND DESIGNED IN THE USA

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

TWO-STALL HYGIENE

Pallet

Standard Product Specifications

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	13'11⅝" W x 8'5½" D	425.7 cm W x 257.8 cm D
Exterior Dimensions, Wall-to-Wall	13'9⅞" W x 7'9¾" D	421.3 cm W x 238.1 cm D
Interior Dimensions, Wall-to-Wall, Stalls	6'8⅝" W x 7'⅝" D	204.7 cm W x 214.9 cm D
Overall Height	10' 2" H	309.9 cm H
Min/Max Ceiling Height	7'6" to 8'10" H	228.6 cm to 269.2 cm H
Interior Square Footage	100 sq. ft.	9.3 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Panel Door	(2) 36" x 80" Panel Doors	1 @ 91.4 cm x 203.2 cm
Exhaust Fan with Humidity Sensor	2	

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Weight of Unit (Including Standard Features)	Approx. 2,234 lb.	Approx. 1013 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,800 lb.	Up to 816.47 kg
Design Snow load Rating	Up to 80 lb. per sq. ft.	Up to 3.83 kPa
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9 kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel with aluminum sub frame
Windows (Landry Room Only)	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1¾"	4.4 cm
Roof	1¾"	4.4 cm
Floor	½"	1.3 cm

Infrastructure Requirements

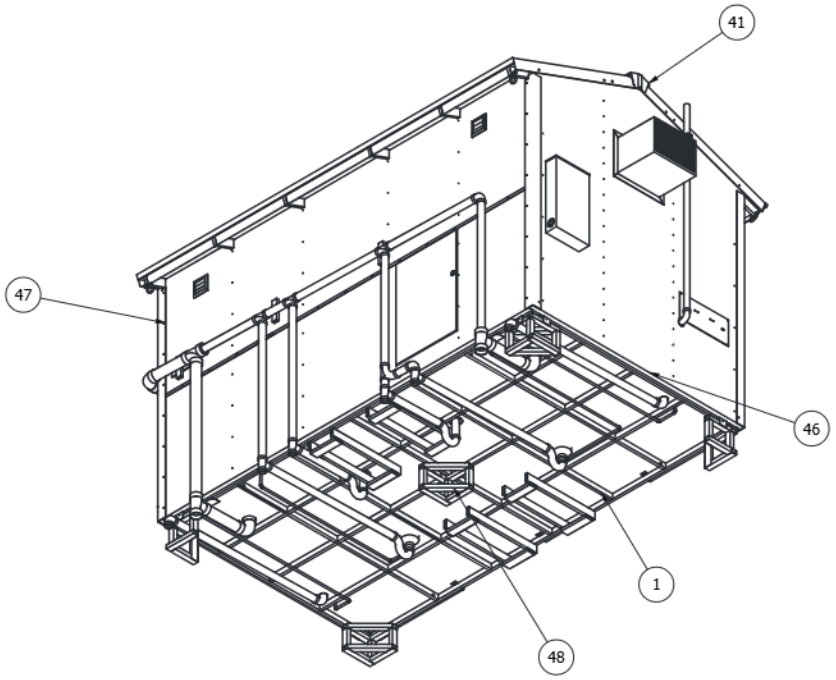
DESCRIPTION	STANDARD SPECIFICATIONS
2-Stall Hygiene	
Electrical Connection	240V 1 PH
Tie Down Requirement per Corner	Up to 1,800 lb. / 1.9 kPa
Water	1/2" NPT
Sewer	(8) PVC Drains

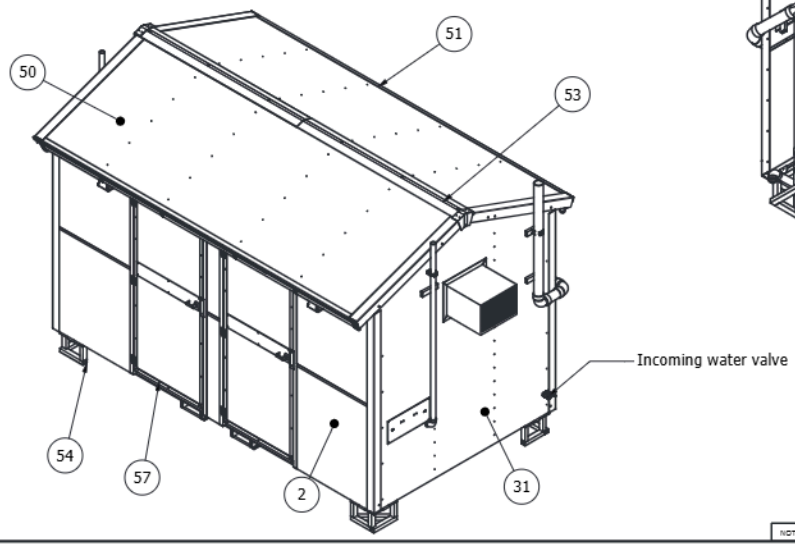
Standard Features

- (2) 36"x 80" panel doors
- (2) 120V outlets
- (2) 4ft LED strip lights
- (2) Photocell controlled exterior LED lights
- (2) Combination heater/AC units (3,850 BTU for heat, 7,500 BTU for cooling)
- (2) Exhaust fans with humidity sensor
- (2) Accessible Toilets, (2) showers, (2) sinks
- On demand (tankless) electric water heater

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
1	31081	2 Stall Base Assembly	1
2	31135	2 Stall Front Wall Final Assy	1
31	31164	Final Assembly Side Wall 2 Stall Right	1
41	11592	Ridge Cap End Cap	2
46	Side Wall 2 Stall Left Final Assy	Final Assembly Side Wall Left 2 Stall Ridge	1
47	34013	Wall Back ADA 2 Stall - 2 Stall Standard	1
48	400041	Hygiene Stand Full Assy Center	1
50	50125	Final Assembly Roof Front Hygiene HD	1
51	50127	Final Assembly Roof Back Hygiene HD	1
53	10039	100 sqft Ridge Cap Assy	1
54	20117	Hygiene Stand Full Assy	4
57	10476	Final Assembly Hygiene Door	2

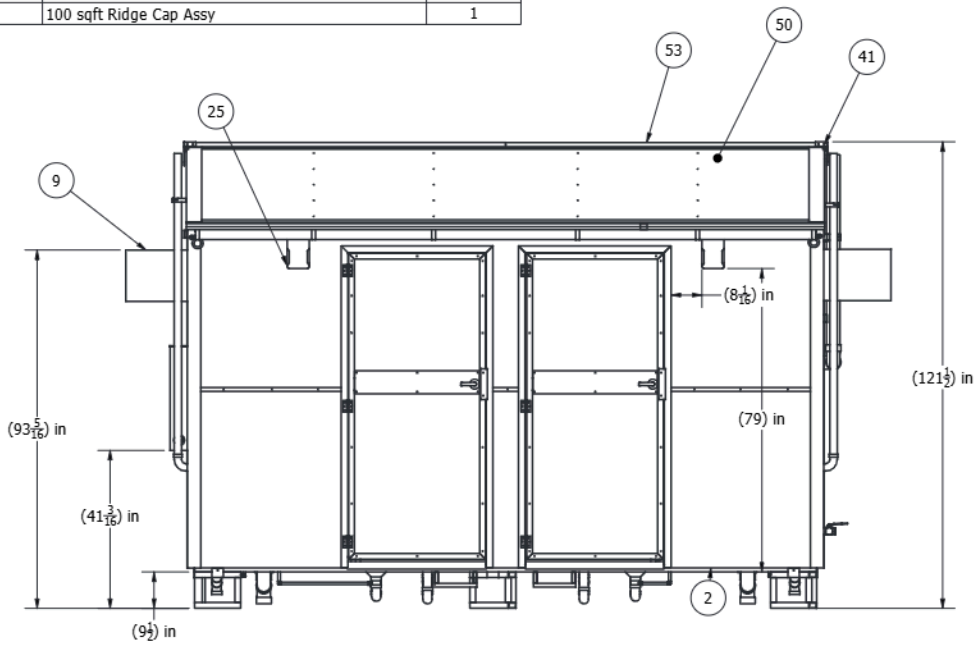
REVISION HISTORY		
REV	DESCRIPTION	DATE
A	Original Release	9/10/2024





DRAWN BY	Don Sandor	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/64 ANGULAR ±1° X.X ±.06 X.XX ±.03 X.XXX ±.01	TITLE: 2 Stall Hygiene Unit	
DATE	9/3/2024			
CHECKED BY	Aaron Scott			
DATE	9/9/2024			
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30536	REV: A
DATE	9/10/2024			
APPROVED BY	Greg Millholand		Released	SHEET 1 OF 12
DATE	9/10/2024			
NOT TO SCALE				

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
2	31135	2 Stall Front Wall Final Assy	1
9	11433	AC Heater 7500 BTU 115V Window	2
25	11436	Light Exterior LED	2
41	11592	Ridge Cap End Cap	2
50	50125	Final Assembly Roof Front Hygiene HD	1
53	10039	100 sqft Ridge Cap Assy	1



DRAWN BY	Don Sandor	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/64 ANGULAR ±1° X.X ±.06 X.XX ±.03 X.XXX ±.01	TITLE: 2 Stall Hygiene Unit	
DATE	9/3/2024			
CHECKED BY	Aaron Scott			
DATE	9/9/2024			
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30536	REV: A
DATE	9/10/2024			
APPROVED BY	Greg Millholand		Released	SHEET 2 OF 12
DATE	9/10/2024			
NOT TO SCALE				

ACCESSIBLE HYGIENE + HALF BATH

The same features as our standard unit with the added benefit of an additional half bath. Perfect for adding bathroom capacity or as an admin storage, this 100 square foot unit offers turnkey installation ease and familiar residential fixtures.

Standard Features

1. Standard flush toilets and hot/cold water sinks and showers
2. Fold-down shower bench
3. Standard sewer and electrical hookups for easy installation
4. Second half bath or space for storage
5. Locking doors
6. Heat, A/C, exhaust fan, and humidity sensor
7. Slip-resistant floors
8. Resistant to mold, mildew, and pests

Benefits

Accessible: Designed with accessibility features that support every Pallet village resident.

Easy to Clean: Inorganic materials make cleaning and sanitizing an easy task.

Versatile: Attached half-bathroom unit can double as storage space.

Technical Specifications

Interior Dimensions (Accessible)	10' W x 7'⅝" D x 7'6" to 8'10" H	304.8 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H
Interior Dimensions (Half Bath)	3'4½" W x 7'⅝" D x 7'6" to 8'10" H	102.8 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H
Square Footage	100 sq. ft.	9.3 m2
Shelter Weight	Approx. 2116 lb.	Approx. 960 kg.
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B
Design Snow Load	Up to 80 lb. per sq. ft.	Up to 3.83 kPa

Class B Fire rating for panel skin
Class C Fire rating for full assembly

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

ACCESSIBLE HYGIENE + HALF BATH

Pallet

Standard Product Specifications

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	13'11⅝" W x 8'5½" D	425.7 cm W x 257.8 cm D
Exterior Dimensions, Wall-to-Wall	13'9⅞" W x 7'9¾" D	421.3 cm W x 238.1 cm D
Interior Dimensions, Wall-to-Wall, Accessible Stall	10' W x 7'⅝" D	304.8 cm W x 214.9 cm D
Interior Dimensions, Wall-to-Wall, Half Bath Stall	3'4½" W x 7'⅝" D	102.8 cm W x 214.9 cm D
Overall Height	10' 2" H	309.9 cm H
Min/Max Ceiling Height	7'6" to 8'10" H	228.6 cm to 269.2 cm H
Interior Square Footage	100 sq. ft.	9.3 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Panel Door	(1) 36" x 80" Panel Doors (1) 32" x 80" Panel Doors	1 @ 91.4 cm x 203.2 cm 1 @ 81.3 cm x 203.2 cm
Exhaust Fan with Humidity Sensor	2	

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Accessible + Half Bath		
Weight of Unit (Including Standard Features)	Approx. 2,116 lb.	960 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,800 lb.	Up to 816.47 kg
Design Snow load Rating	Up to 80 lb. per sq. ft.	Up to 3.83 kPa
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9 kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel with aluminum sub frame
Windows (Landry Room Only)	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1¾"	4.4 cm
Roof	1¾"	4.4 cm
Floor	½"	1.3 cm

Infrastructure Requirements

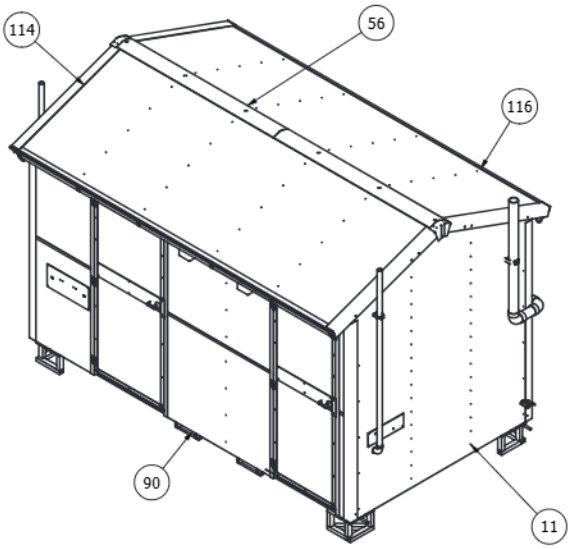
DESCRIPTION	STANDARD SPECIFICATIONS
Electrical Connection	240V 1 PH
Tie Down Requirement per Corner	Up to 1,800 lb. / 1.9 kPa
Water	1/2" NPT
Sewer	(7) PVC Drains

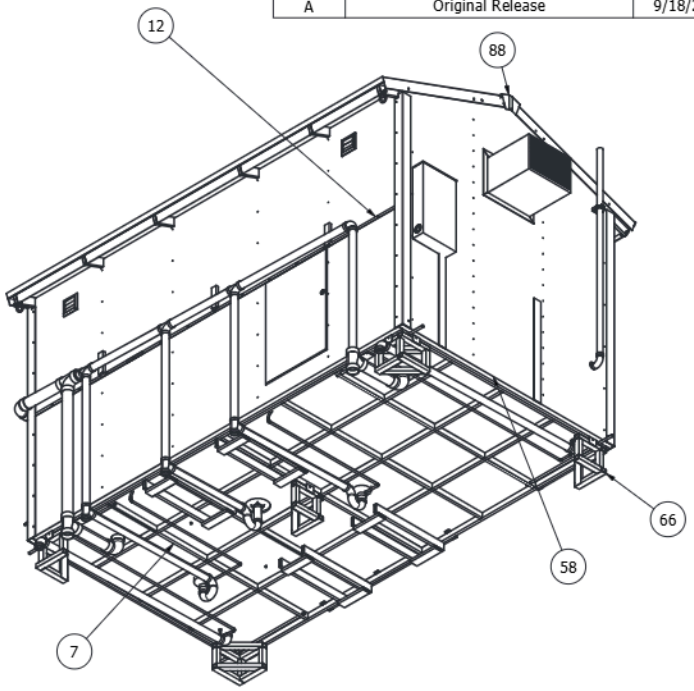
Standard Features

- (1) 36"x 80" panel door
- (1) 32"x 80" panel door
- (2) 120V outlets
- (2) 4ft LED strip lights
- (2) Photocell controlled exterior LED lights
- (1) Combination heater/AC unit (3,850 BTU for heat, 7,500 BTU for cooling)
- (2) Exhaust fans with humidity sensor
- (1) Accessible toilet, (1) accessible shower, and (1) accessible sink
- (1) Standard toilet and (1) standard sink (same toilet as installed in accessible unit)
- On demand (tankless) electric water heater

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
7	34009	Final Assy. Base Floor Accessible 2 Stall	1
11	34012	Final Assy. Side Wall Right Accessible	1
12	34013	Final Assy.Wall Back Accessible 2 Stall	1
56	10039	Final Assy.100 sqft Ridge Cap	1
58	34060	Final Assembly Side Wall Accessible 2 Stall Ridge	1
66	20117	Hygiene Stand Full Assy	5
88	11592	Ridge Cap End Cap	2
90	34087	Final Assembly Wall Front Accessible 2 Stall	1
114	50125	Final Assembly Roof Front Hygiene HD	1
116	50127	Final Assembly Roof Back Hygiene HD	1

REVISION HISTORY		
REV	DESCRIPTION	DATE
A	Original Release	9/18/2022



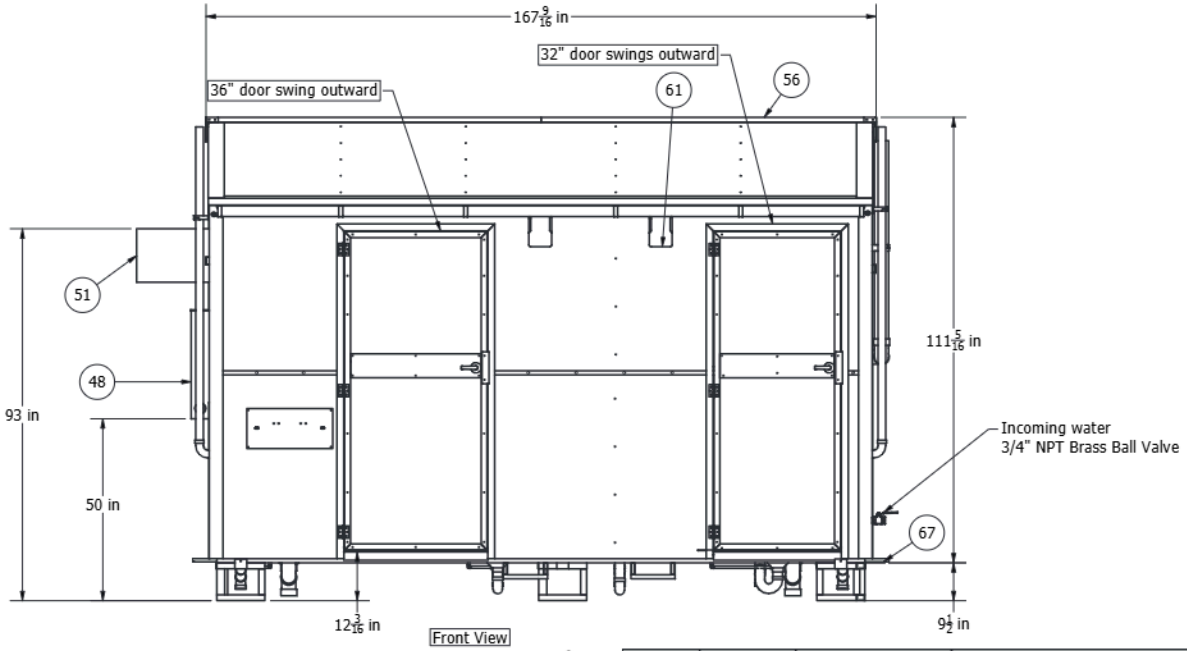


DRAWN BY	dan bondar	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/64 ANGULAR ±1° XX ±.05 XXX ±.03 XXXX ±.01	TITLE: Final Assembly Accessible 2 Stall High Load
DATE	9/3/2024		
CHECKED BY	Aaron Scott		
DATE	9/11/2024		
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30537 / REV: A
DATE	9/10/2024		
APPROVED BY	Greg Millholand		Released / SHEET 1 OF 14
DATE	9/18/2024		

NOT TO SCALE

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
48		Hygiene Electrical Loadcenter Panel	1
51	11433	AC Heater 7500 BTU AC 115 Window	1
56	10039	Final Assy.100 sqft Ridge Cap	1
61	11436	Light Exterior LED	2
67	10296	Hold Down Rod 100 SF	4

Loadcenter supplied by electrical contractor



Front View

DRAWN BY	dan bondar	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/64 ANGULAR ±1° XX ±.05 XXX ±.03 XXXX ±.01	TITLE: Final Assembly Accessible 2 Stall High Load
DATE	9/3/2024		
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DATE	9/10/2024		
APPROVED BY	Greg Millholand		Released / SHEET 2 OF 14
DATE	9/18/2024		

NOT TO SCALE

Detail by Entity Name

Florida Not For Profit Corporation
RE-ENTRY ALLIANCE PENSACOLA, INC.

Filing Information

Document Number	N13000004493
FEI/EIN Number	38-3908383
Date Filed	05/13/2013
Effective Date	05/10/2013
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/03/2013
Event Effective Date	NONE

Principal Address

1000 West Blount Street
Pensacola, FL 32501

Changed: 01/22/2020

Mailing Address

P.O. BOX 13224
PENSACOLA, FL 32591

Changed: 01/16/2018

Registered Agent Name & Address

MCGEE, DAVID L
318 Deer Point Drive
Gulf Breeze, FL 32561

Address Changed: 01/15/2024

Officer/Director Detail

Name & Address

Title Director

HAMMONS, JOSEPH L
232 Ariola Drive
Pensacola Beach, FL 32561

Title Director

MCGEE, DAVID L
318 DEER POINT DRIVE
GULF BREEZE, FL 32561

Title Director

JOHNSON, RONALD W
39 Sugar Bowl Lane
GULF BREEZE, FL 32561

Title VP, Director

PETERSON, RALPH A
10 Tristan Way
Pensacola Beach, FL 32561

Title President, Director

STUBBLEFIELD, ALFRED G
4691 Bohemia Place
Pensacola, FL 32504

Title Director

LANDRUM, JR., H. BRITT
4050 BEDEVERE DRIVE
PENSACOLA, FL 32514

Title Director

DONOVAN, SR., FRED C.
1718 NORTH 15th AVENUE
PENSACOLA, FL 32501

Title Director, Secretary

Madden, Philomena
1941 East Lloyd Street
Pensacola, FL 32503

Title Director, Treasurer

BAKER, DICK
2802 E. Strong St.
Pensacola, FL 32503

Title Director

Roberts, Andrea
1741 North Palafox Street
Pensacola, FL 32501

Title Executive Director

Whibbs, Vincent J., Jr.
1521 E. Belmont Street
Pensacola, FL 32501

Title Director

Benson, Lois
520 E. Zaragoza St.
Pensacola, FL 32502

Title Director

Holland, Ed
4850 Manolete
Pensacola, FL 32504

Title Director

Simpson, Sabrina
6505 N. W Street
Pensacola, FL 32505

Title Director

Demoss, Jack
930 E. Brainerd Street
Pensacola, FL 32503

Annual Reports

Report Year	Filed Date
2023	01/11/2023
2024	01/15/2024
2025	01/09/2025

Document Images

01/09/2025 -- ANNUAL REPORT	View image in PDF format
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01/09/2015 -- ANNUAL REPORT	View image in PDF format
04/11/2014 -- ANNUAL REPORT	View image in PDF format
07/03/2013 -- Amended and Restated Articles	View image in PDF format
05/13/2013 -- Domestic Non-Profit	View image in PDF format

All House: Existing Building
1551 SQ. More 20
Fenced Area
3/32 = 1
60'
28
46
20
10
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180'
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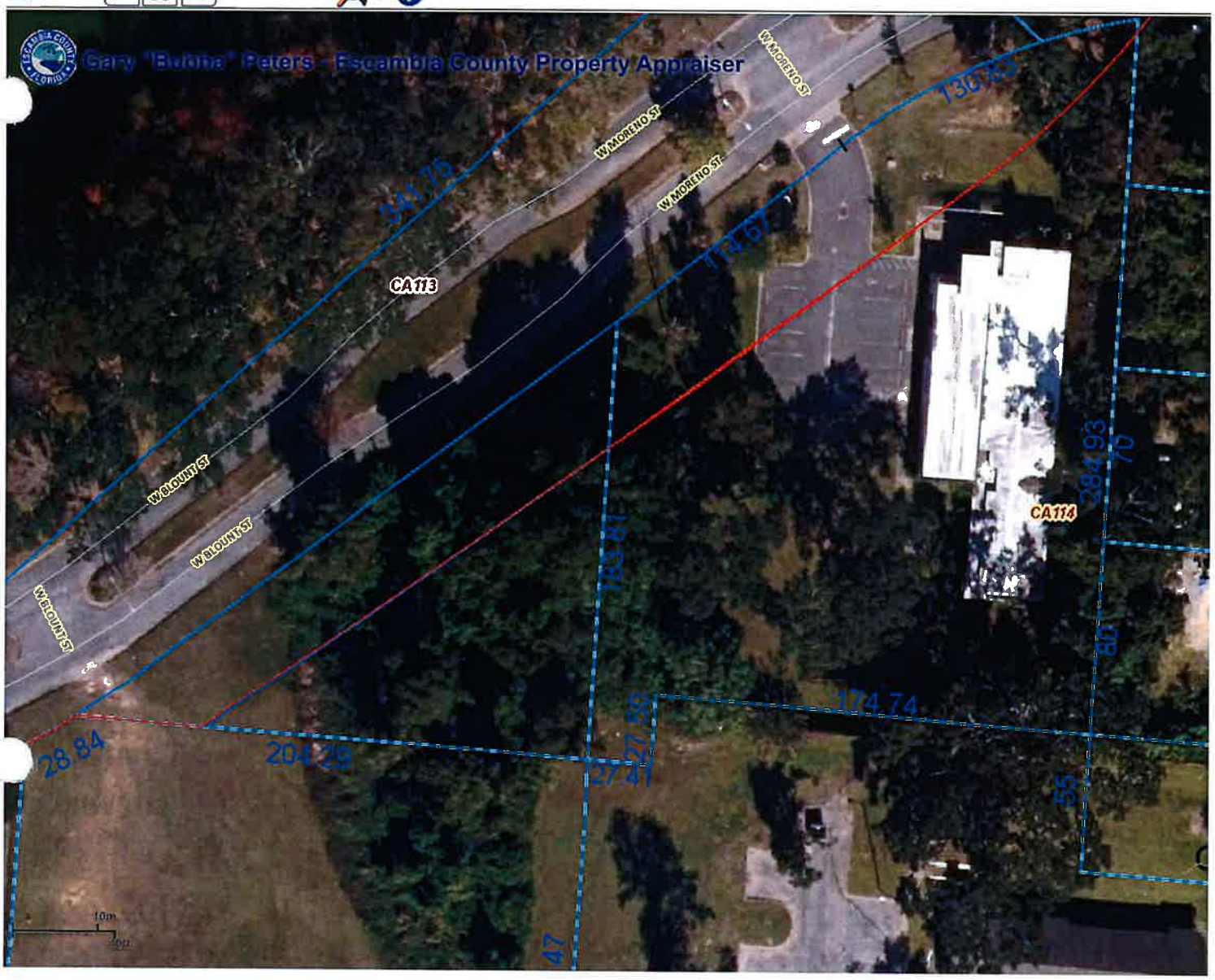
Gary "Bubba" Peters - Escambia County Property Appraiser
W MORENO ST
W MORENO ST
W MORENO ST
W MORENO ST
W LLOYD ST
W LLOYD ST
W LLOYD ST
CA113
CA114
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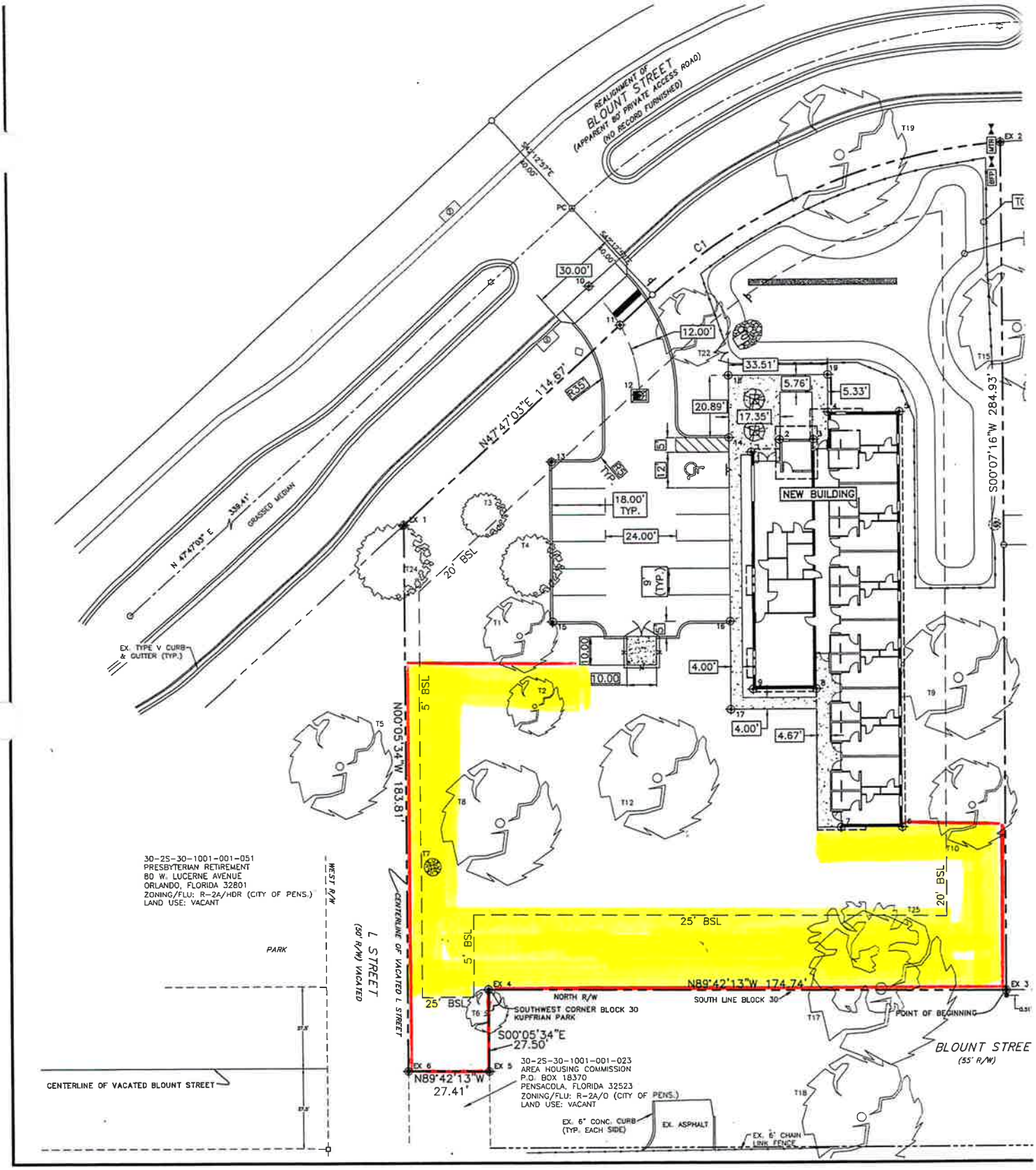
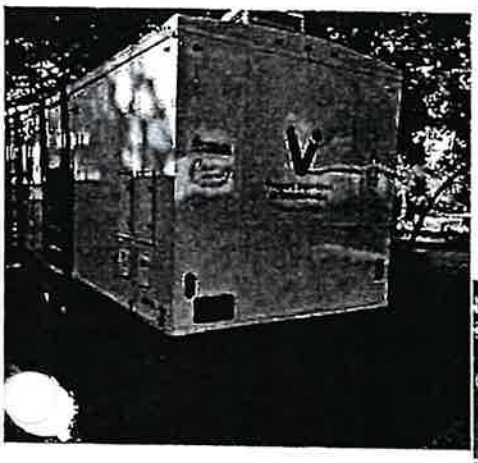
27.41
55
47


REALIGNMENT OF BLOUNT STREET (APPARENT 80' PRIVATE ACCESS ROAD) (NO RECORD FURNISHED)
N41°12'37"E 50.00'
PC
S41°12'37"E 50.00'
C1
30.00'
12.00'
33.51'
5.76'
5.33'
20.89'
17.35'
NEW BUILDING
S00°07'16"W 284.93'
N47°47'03"E 114.67'
R35
18.00' TYP.
24.00'
9' (TYP.)
10.00
10.00
4.00'
4.00'
4.67'
N47°47'03" E 358.41'
GRASSED MEDIAN
EX. TYPE V CURB & GUTTER (TYP.)
20' BSL
5' BSL
N00°05'34"W 183.81'
30-2S-30-1001-001-051
PRESBYTERIAN RETIREMENT
80 W. LUCERNE AVENUE
ORLANDO, FLORIDA 32801
ZONING/FLU: R-2A/HDR (CITY OF PENS.)
LAND USE: VACANT
WEST R/W
PARK
L STREET
(50' R/W) VACATED
CENTERLINE OF VACATED L STREET
25' BSL
5' BSL
25' BSL
20' BSL
N89°42'13"W 174.74'
NORTH R/W
SOUTH LINE BLOCK 30
SOUTHWEST CORNER BLOCK 30
KUPFRIAN PARK
POINT OF BEGINNING
S00°05'34"E 27.50'
N89°42'13"W 27.41'
CENTERLINE OF VACATED BLOUNT STREET
30-2S-30-1001-001-023
AREA HOUSING COMMISSION
P.O. BOX 18370
PENSACOLA, FLORIDA 32523
ZONING/FLU: R-2A/O (CITY OF PENS.)
LAND USE: VACANT
EX. 6" CONC. CURB (TYP. EACH SIDE)
EX. ASPHALT
EX. 6' CHAIN LINK FENCE
BLOUNT STREE
(55' R/W)

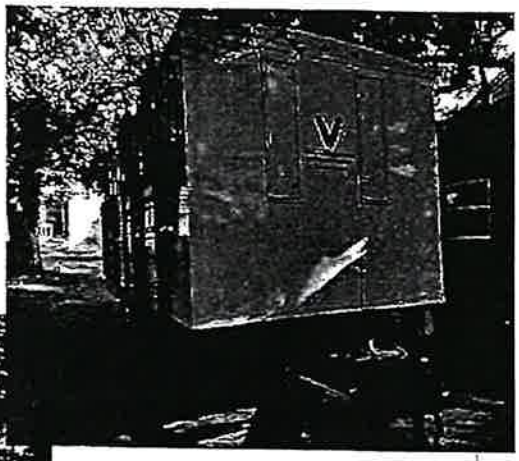
Re-Entry Alliance
Pensacola, Inc.

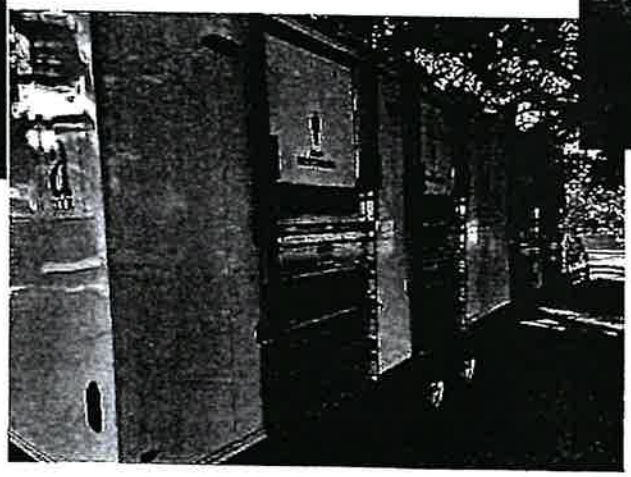
2018 American Engineering, Inc.
Shower/Bathroom Combo Trailer

4 Men's Restrooms
3 Women's Restrooms
4 Shower/Toilet Rooms



Dimensions:
H: 10'3", W: 8'1", L:33'9"





LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease"**) is made and entered into this _____ (the "**Effective Date**") by and between THE CITY OF PENSACOLA, a Florida municipal corporation (hereinafter referred to as "**Lessor**") and OFFENTSIVE CORP, a Florida not-for-profit corporation (hereinafter referred to as "**Lessee**").

WITNESSETH:

WHEREAS, there exists a persistent and pervasive need both locally and nationwide for help and services to individuals experiencing homelessness, which need was exacerbated by the COVID-19 pandemic;

WHEREAS, Lessee is a not-for-profit corporation whose charitable purpose includes provision of help and services to individuals experiencing homelessness in the greater Pensacola area; and

WHEREAS, Lessor is or will be the owner of certain modular sleeping shelters and hygiene units that it desires to be used to help and meet the needs of individuals experiencing homelessness in the greater Pensacola area.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, Lessor and Lessee hereby agree as follows:

Section 1. Recitals

The recitals set forth above are hereby acknowledged by Lessor and Lessee as true and correct and are incorporated into the body of this Lease by this reference.

Section 2. Description of Leased Property

Upon the terms and subject to the conditions set forth in this Lease, Lessor leases to Lessee and Lessee agrees to lease from Lessor the following:

> Thirteen (13) 70-square foot S2 Sleeper units and one (1) accessible Hygiene unit with the standard features of each such unit, all as more particularly described in Exhibit A attached hereto (collectively, the "**Leased Property**").

Section 3. Term of Lease

Subject to the terms of this Lease, Lessee shall have the right to occupy and use the Leased Property commencing on the Delivery Date (defined below) and ending on April 24, 2030, or such earlier date of expiration or termination of that certain Lease Agreement dated April 24, 2025, between Robert Perkins and Lessee relating to the Real Estate (defined below) (the "**Term**").

Section 4. Rent

This Lease is given in consideration of the respective covenants and obligations of the parties as set forth herein, and except, as otherwise expressed in this Lease, no monetary rent shall be due from Lessee.

Section 5. Taxes

Lessee shall pay, or cause to be paid, prior to delinquency all taxes assessed against and levied upon each of the Leased Property and the Real Estate.

Section 6. Permitted Use of Leased Property

(a) Lessee shall use the Leased Property for the sole purpose of providing temporary housing and related hygiene to individuals experiencing homelessness, and for no other use without the prior written consent of Lessor, which consent will be in Lessor's sole and absolute discretion.

(b) The Leased Property shall be located and used solely at the real estate commonly known as 4100 N. Palafox Street, located in Pensacola, Florida (the "**Real Estate**"), and will not be removed from the Real Estate without the prior written consent of Lessor, which consent will be in Lessor's sole and absolute discretion.

(c) Lessee shall not use or allow the Leased Property to be used or except in full compliance with all documents of record and all applicable laws, regulations, and ordinances.

(d) Lessee shall not commit or allow to be committed any nuisance, illegal act, or other act against public policy at or about the Leased Property. Lessee shall not deface or damage or allow the Leased Property to be defaced or damaged, ordinary wear and tear excepted.

The use contemplated by (a)-(d) above may hereafter be referred to as the "**Permitted Use**."

Section 7. Delivery Date

(a) The Leased Property is manufactured off-site by Lessor's contractor. Lessor will order the Leased Property to be manufactured following satisfaction of the Conditions Precedent set forth below. Following manufacture, the Leased Property will be delivered to and assembled at the Real Estate by Lessor's contractor. The date of delivery of the Leased Property will hereinafter be the "**Delivery Date**."

(b) Notwithstanding anything herein to the contrary, the following are conditions precedent to the manufacture or delivery of the Leased Property ("**Conditions Precedent**"):

i. Lessee shall have procured, at its sole expense, each and every permit and governmental approval required for the lawful installation and use of the Leased Property upon the Real Estate as contemplated hereby and delivered proof of the same to Lessor.

ii. Lessee shall have performed, at its sole expense, all site work at and about the Real Estate required, in the reasonable discretion of Lessor and its contractor(s), to enable installation of the Leased Property for the Permitted Use, including, without limitation, site grading and utility installation.

iii. Lessee shall have delivered proof of the insurance required under this Lease to Lessor.

iv. Lessee shall have delivered to Lessor proof of readily available, unencumbered funds sufficient to keep and maintain the Leased Property and fulfill its obligations under this Lease for a period of no less than one year, in form and substance reasonably satisfactory to Lessor.

v. Lessee shall have demonstrated its possession of or ability to acquire equipment necessary to unload the unassembled Leased Property upon delivery (e.g. a forklift of sufficient size and capacity).

vi. Lessee shall have performed such other actions or provided such other information and documents as may be reasonably requested by Lessor or its contractor(s) to confirm Lessee's compliance with the terms of this Lease and to enable the manufacture and installation of the Leased Property upon the Real Estate.

vii. Lessee shall have demonstrated to Lessor's reasonable satisfaction Lessee's arrangements and agreements in place for itself and/or other agencies to provide supportive services to occupants of the Leased Property during the Term of this Lease, such as mental health counseling, substance abuse treatment or employment assistance.

Section 8. <u>Alterations</u>

With the exception of improvements which are required to satisfy Lessee's obligations under Section 11 below which are made in strict accordance with the terms and conditions of this Lease, Lessee shall make no exterior or interior alterations, changes or improvements in or to the Leased Property without the prior written approval of Lessor, which approval shall be in Lessor's sole discretion. Any such alterations, changes or improvements so approved by Lessor shall be made by Lessee at its sole cost and expense and shall be accomplished in a good and workmanlike manner in compliance with all applicable laws and building regulations. Lessee hereby completely and fully indemnifies Lessor against all mechanics' and materialmen's liens and other liens or

claims which may arise in connection with the making of alterations, changes or improvements to the Leased Property; provided, however, that no person or party providing labor or materials with respect to such alterations, changes or improvements shall be entitled to claim any lien therefor upon the Leased Property.

Section 9. Right to Entry

Lessee shall permit Lessor and Lessor's representatives and independent contractors at any time during usual business hours (or after hours if reasonably deemed necessary by Lessor) to enter the Real Estate and the Leased Property for the purpose of installing and thereafter inspecting same and verifying compliance with the terms of this Lease.

Section 10. Utilities and Janitorial Services

Lessee shall arrange for delivery of and payment for all water, sewer, gas, heat, electricity (including without limitation electricity for exterior lighting), power, steam, telephone or other desired utilities and services to the Leased Property, together with any taxes thereon. Lessee shall also be responsible for all janitorial services to the Leased Property.

Section 11. Possession and Maintenance

Lessee acknowledges that it will and does hereby accept the Leased Property in its as-is condition as of the Delivery Date with no obligation of the Lessor to make any improvements, repairs, or replacements whatsoever thereto. Lessee shall, at all times, keep the Leased Property in good order, condition and repair with all appropriate maintenance and replacement as shall be necessary to comply herewith, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital, or noncapital, or the fault or not the fault of Lessee its agents, employees, invitees, visitors, and contractors, all at Lessee's sole cost and expense. In pursuance of this obligation of maintenance, Lessee agrees to cause the Leased Property to comply with all laws and ordinances and all valid rules and regulations of any federal, state, municipal or other public authority having jurisdiction over the Leased Property and further agrees to make all repairs, restorations, and replacements as is necessary in connection with the same and in the same quality and class equal to the original work or installations.

Section 12. Insurance

Lessee shall procure and maintain at all times during the Term, insurance of the types and to the limits specified herein issued by insurer(s) qualified to do business in Florida. Lessee acknowledges and agrees that the types and minimum limits of insurance herein required may become inadequate following during the Term of this Lease, and, therefore agrees that the minimum limits may be increased to commercially reasonable limits and/or additional types of insurance may be required by Lessor from time to time during the Term of this Lease.

Unless otherwise agreed by Lessor in writing, the amounts, form, and type of insurance shall conform to the following minimum requirements:

(a) Commercial General Liability Coverage. Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability forms filed by the Insurance Services Office. Lessor shall not be considered liable for premium or deductible payment or entitled to any premium return or dividend or be considered a member of any mutual or reciprocal company. Minimum limits of $2,000,000 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 policy coverage and the total amount of coverage required. Coverage must be provided for bodily injury and property damage liability for premises and operations. The coverage shall be written on occurrence-type basis and Lessor must be listed as an additional insured. 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.

(b) Lessee's required insurance shall be documented in Certificates of Insurance furnished to Lessor that list this Lease and provide that Lessor shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If requested by Lessor, Lessee shall furnish copies of Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies, when such become available to Lessee. Certificates shall be on the "Certificate of Insurance" form reasonably acceptable to Lessor. Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies reasonably acceptable to Lessor and shall file with Lessor Certificates of Insurance under the new policies at least 15 days prior to the Effective Date of such cancellation, adverse change, or restriction. Notwithstanding the foregoing, Lessee's failure to timely deliver new Certificates of Insurance in accordance with the foregoing sentence shall not constitute an event of default under this Lease so long as there is no lapse in any insurance coverage.

The insurance coverage required of Lessee shall be considered primary, and all other insurance shall be considered as excess, over and above Lessor's coverage, if any.

Section 13. Liens

Notwithstanding any contrary provision in this Lease, the interest of Lessor in the Leased Property shall not be subject to statutory construction liens arising by reason of improvements made by Lessee, and Lessee shall have no authority to create liens for labor or material on or against Lessor's interest in the Leased Property. Lessee agrees to notify any materialman, supplier, contractor, mechanic or laborer involved with work on the Leased Property at Lessee's request that he must look only to Lessee for payment and that Lessee has no authority whatsoever to bind Lessor or Lessor's property interests.

Section 14. Lessee Covenants, Representations and Warranties

(a) Lessee is a not-for-profit corporation duly formed and validly existing under the laws of the State of Florida. Lessee has the full right, power and authority to enter into this Lease, to perform under this Lease, and to consummate the transactions contemplated by this Lease

and the consummation of the transactions contemplated by this Lease will not violate any other agreement to which Lessee is a party.

(b) This Lease has been duly authorized, executed and delivered by Lessee, creates legal, valid and binding obligations of Lessee, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Lessee or the Real Estate is bound.

(c) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Lease by Lessee, other than has been previously provided in writing to Lessor.

(d) Lessee shall ensure that supportive services, such as mental health counseling, substance abuse treatment or employment assistance, are made available to occupants of the Leased Premises at all times during the Term of this Lease.

Section 15. Indemnity

Lessee, for itself and its officers, directors, agents, members, volunteers, invitees, and guests hereby agrees to indemnify, defend and hold Lessor and its elected and appointed officials, officers, members, directors, employees, contractors, volunteers, representatives and agents harmless from any loss, liability, cost, claim, demand, damage, action, cause of action, and/or suit, including, without limitation, reasonable attorneys' fees, incurred by Lessor that arises out of or in any manner pertains to the Leased Property, the Real Estate, or Lessee's violation of the terms of this Lease. This Section shall survive expiration or termination of this Lease.

Section 16. Assignment and Subletting

Lessee shall not assign any interest in this Lease (whether by sale of assets, merger, consolidation, or otherwise, or by sale or disposition of control or beneficial ownership of Lessee if Lessee is a corporation, partnership, limited liability company, professional association, or some other entity) and/or mortgage or encumber the Leased Property and/or sublease any portion of the Leased Property without first having obtained the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion, and any such assignment or mortgage or encumbrance or sublease made without Lessor's consent shall be void and, at the option of Lessor, shall terminate this Lease.

Section 17. Insolvency or Bankruptcy

(a) Any assignment by Lessee for the benefit of creditors or by operation of law shall not be effective to transfer any rights under this Lease to the assignee, without the prior written consent of Lessor.

(b) If at any time during the Lease Term there shall be filed by or against Lessee in any court, pursuant to any statute either of the United States or any state, a petition in bankruptcy

or insolvency or for reorganization or for appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, then Lessee shall be deemed to have breached this Lease. In such an event, Lessor shall have the option to cancel and terminate this Lease with or without notice. If Lessor exercises its option to cancel and terminates this Lease, neither Lessee nor any person claiming through or under Lessee shall be entitled to possession or to remain in possession of the Leased Property but shall forthwith quit and surrender the Leased Property.

Section 18. Defaults and Remedies

(a) Lessee Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

(1) The failure of Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee where such failure shall continue for a period of 30 days after written notice thereof from Lessor to Lessee; provided however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said 30 day period and thereafter diligently pursues such cure to completion, provided that in no event shall the cure period exceed 60 days;

(3) The making by Lessee of any general assignment for the benefit of creditors;

(4) The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within 90 days);

(5) The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets or of Lessee's interest in this Lease;

(b) Lessor Remedies. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand (except as specified in subsection 18(a) above) and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(1) Terminate Lessee's right to possession of the Leased Property by any lawful means, in which case this Lease shall terminate and Lessee shall, at Lessee's sole expense, immediately surrender and deliver the Leased Property to Lessor at such location as Lessor my direct within the City of Pensacola.

(2) Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Leased Property. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease.

(3) Enter onto the Real Estate and access the Leased Property and perform such obligations required of Lessee under this Lease and assess the cost thereof to Lessee.

(4) Pursue any other remedy now available at law or in equity

(c) Lessee Remedies. In the event of failure of Lessor to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessor where such failure shall continue for a period of 30 days after written notice thereof from Lessee to Lessor, Lessee, as its sole and exclusive remedy, may terminate this Lease by written notice to Lessor.

Section 19. Surrender of Possession

Lessee agrees to vacate and surrender to Lessor possession of the Leased Property at the expiration or termination of this Lease, by lapse of time or otherwise, in as good a condition as when Lessee received the same at the Delivery Date following assembly, excepting only ordinary wear and tear. Immediately following such expiration or termination, Lessee shall, at Lessee's sole expense, deliver the Leased Property to Lessor in such manner and at such location within the City of Pensacola as Lessor my direct. This Section shall survive expiration or termination of this Lease.

Section 20. Demands and Other Instruments

All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the term of this Lease shall be in writing and shall be personally delivered, sent by Federal Express or other overnight or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid (and shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt), or by telecopy or electronic transmission (with proof of transmission and receipt):

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

With a copy to:

City of Pensacola
Attn: City Attorney
222 W. Main Street
Pensacola, FL 32502

Lessee: Offentsive Corp
Attn: Bradford C. Bishop
2211 W. Fairfield Drive
Pensacola, FL 32505
(850) 830-8397

With a copy to:

Offentsive Corp
4100 N. Palafox Street
Pensacola, FL 32505
offentsive@gmail.com

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing and deliver to the other party.

Section 21. Severability

If under present or future laws effective during the Term of this Lease any clause or provision of this Lease is invalid or unenforceable, it is the intent of the parties that the remaining provisions of this Lease shall not be affected thereby. The captions of the paragraphs are added as a matter of convenience only and shall not be considered in construing any provisions of this Lease. The words, "Lessor" and "Lessee," and the words, "it" or "its," used with reference to the Lessor and Lessee, shall apply to individuals (male or female), partnerships, firms, associations and corporations, whichever is appropriate.

Section 22. Amendment or Modification

Lessee acknowledges and agrees that this Lease represents the entire agreement between the parties relating to the transactions contemplated hereby and it has not relied upon any statement, representation or agreement made by Lessor or any of its agents or representatives except as are expressed in this written Lease and that no amendment, modification or extension of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

Section 23. Successors

All terms, conditions and agreements to be kept and performed by the parties hereto shall be applicable to and binding upon their respective heirs, personal representatives, successors and assigns.

Section 24. Radon Gas

Lessor notifies Lessee as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

Section 25. Headings

The headings to the various sections of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

Section 26. Counterparts

This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 27. Applicable Law and Venue; Waiver of Jury Trial

This Lease shall be construed under and enforced in accordance with the laws of the State of Florida. Venue for any claim, action or proceeding arising out of or based upon this Lease shall be Escambia County, Florida. Neither Lessor nor Lessee shall seek a jury trial on any lawsuit, proceeding or counterclaim based upon or arising out of this Lease, or the relationship between the parties hereto as Lessor and Lessee. The provisions of this paragraph shall survive the termination or expiration of this Lease.

Section 28. All Genders and Numbers Included

Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this Lease, it shall equally apply to, extend to and include the other.

Section 29. Miscellaneous

(a) The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Lessor will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Lessee shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Lessee.

(b) In compliance with the provisions of Section 448.095, Florida Statutes, Lessee certifies that it and any contractors used by Lessee in performance of its obligations under this Lease 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, if and to the extent required by said Statute.

(c) If Lessee is not a governmental entity under Section 287.138(1), Florida Statutes, Lessee agrees that, prior to this Lease being executed, renewed, or extended between the parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing Lessor with an affidavit signed by an officer or representative of Lessee under penalty of perjury attesting that Lessee does not use coercion for labor or services, as those terms are defined in that Section 787.06.

(d) Lessee agrees that, in its use of the Leased Property and performance under this Lease, it will not discriminate on the basis of race, religion, creed, color, national origin, sex, age, disability, or any other basis prohibited by applicable law.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

CITY OF PENSACOLA, a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to form:

_____
Adam C. Cobb, City Attorney

Lease – signature page

LESSEE:

OFFENTSIVE CORP

By:_____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 202__, by _____, as _____ of the Offtensive, Corp, for and on behalf of said organization, who ( ) is personally known to me or ( ) has produced a driver's license as identification.

_____

Print: _____
NOTARY PUBLIC
[SEAL]

Lease – signature page

EXHIBIT A TO LEASE

[Specs for Leased Property to be attached]

PALLET OVERVIEW

Pallet PBC, a Public Benefit Corporation, designs and manufactures rapidly deployable, reusable, and scalable shelter solutions for homelessness and disaster response. Our shelter villages are designed to address the human displacement crisis by meeting the immediate needs of displaced populations and the workforces there to serve them. Through close collaboration with cities, counties, provinces, states, non-profits, tribal governments, and faith-based organizations, Pallet has established more than 116 shelter communities since our founding in 2016.

Like the City of Pensacola, we are committed to providing solutions and services for unhoused populations. Our approach is captured in our dual mission to shelter displaced people and to provide people with stable employment and growth opportunities.

As a fair chance employer, many of our employees have experienced homelessness, recovery from substance use disorder, or involvement in the criminal legal system and have found stability through meaningful employment. The lived experience of our employees has impacted our business in a positive way. We invest in people to maximize the potential of our employees by providing job and life skills training as well as personal support programs. We are a Certified Living Wage employer.

Pallet has created a transitional employment model to support people with lived experience. We provide avenues for careers with a living wage through our 9-month pre-apprenticeship training program. Pallet pays the employee for 40 hours per week: 32 hours are committed to manufacturing shelters and 8 hours are dedicated to an off-site pre-apprenticeship program. After completion of the training course, employees will transition into new jobs by entering a formal apprenticeship, working for partner employers, or continue with Pallet in a specific growth plan.

PROPOSED SOLUTION

Pallet® is The Leader in Rapid-Response Shelter Villages®. Our villages are designed to meet the needs of displaced people and those suffering from unsheltered homelessness.

Pallet is uniquely qualified to address your unique shelter needs and project timelines. Our experience deploying shelter communities across North America and our ability to manufacture 7-10 units per day makes us unmatched in emergency shelter production. Further, our shelters are designed and built in North America by a team with lived experience.

Pallet holds a patent on our shelter design in both the U.S. and Canada. Our shelters utilize structural composite panels, including our unique wall connector plates, bolts, and interlocking panels that create a sturdy, durable connection. This design provides superior shear strength at the wall-to-wall connection points without metal studs in the walls or roof system.

Our polypropylene panels are resistant to mold, mildew and rot, which makes them durable even in high-moisture climates. The panels are additionally formulated with a UV-resistant treatment, leading to resilience in the presence of constant sun exposure. Additionally, jurisdictions with high wind speeds benefit from our engineered design that incorporates a continuous load path from roof to floor, giving our shelters a 170 mph Exposure B Wind Rating and 155 mph Exposure C Wind Rating.

With climate control options, electrical connections, integrated shelving, fire safety equipment, and optional beds and desks, Pallet produces the only available turn-key shelter solution that can be rapidly deployed on a large scale to address the human displacement crisis.

We have worked with communities just like yours and have the experience to support the City of Pensacola with safe, secure shelters for unhoused members of your community. We can also provide hygiene units necessary to meet the needs of Pallet village residents. The products we propose for this project and their specifications are outlined below. In Appendix A we include full product specifications sheets for both our 70 sq. ft. and 120 sq. ft. Sleeper shelters and our proposed Hygiene units.

It is important to note that our current 70-square-foot shelter, as shown in the following product specifications, allows for just one bed. We do offer two bed sizes: one for a single individual and a queen size bed for couples. Our engineering team is prepared to modify our design and the location of our heater/A/C unit within the shelter so that two beds can be accommodated. This change can be completed within twelve (12) weeks of the contract award date.

Your project will be supported by an experienced and dedicated team. Team bios are located in Appendix B.

- Greg Millholland, VP of Production & Engineering, is responsible for ensuring that the units are built to meet high quality standards within the timeframe necessary to meet the requirements of this RFP as well as the needs of your community.
- James Bennett manages the deployment of our shelters. He has personally worked on over 65 installations.
- John Baskett will be your point of contact immediately following the contract award. John will work with you to coordinate delivery schedules and address any questions pertaining to site preparation and Pallet products.
- Sarah Al-Khalil, our Customer Service Specialist, will be your point of contact during the warranty period.

Assembly and Disassembly

Pallet has fabricated, shipped, and assembled over 4,500 structures including both sleeping shelters and hygiene units. Our shelters have been deployed in both the U.S. and Canada. We have set up Pallet communities in 29 states including Florida.

Our shelters are designed and manufactured in our production facility in Everett, Washington. The panelized structures are then packed flat onto pallets and stored ready for shipment. Once shipped to the project site, each unit can be assembled in one hour on any level site with minimal tools. No heavy equipment is required to assemble the structures. Our crew can assemble an entire shelter village in a day.

We understand that not all units will be shipped to the same location or at the same time. We can fulfill your requirement that all units be delivered by November 1, 2026. Shelters and Hygiene units can be shipped within eight (8) to twelve (12) weeks of request and often sooner. We maintain a certain quantity of finished shelters on hand.

An 8,000 lb. (3629kg) forklift with 8-foot (2.7m) forks will be needed onsite for delivery at the responsibility and cost of the customer. Pallet is not responsible for site grading, leveling of shelters, staking to the ground, or electrical connections to the shelters.

Parts and Repairs Information

After the units are deployed and fully assembled, we will conduct a site walk-through, allowing your team to ensure proper installation of the structures and confirm that the installation is complete. If any work is identified as incomplete, a punch list will be developed and addressed immediately. Once that is completed and approved, your two-year warranty will commence.

During the warranty period and beyond, you will be supported by our Customer Service Specialist, Sarah Al-Khalil. She is your primary contact for any assistance, warranty claims, repairs, and additional supply requests such as mattresses. She is also your main contact for sharing product feedback. You can reach her at support@palletshelter.com. We aim to respond to requests within 24 hours.

Material Durability and Sustainability

Our S2 Sleeper shelters and Hygiene units are designed and built with sustainability in mind. They can be reused for 15+ years. The polypropylene-based thermoplastic panels at the core of our design are 100% recyclable and are resistant to mold, mildew and rot as stated above. Additional components such as steel flashing and the aluminum used in our base frames, wall studs, and trim pieces are also fully recyclable. The choice to use these materials, as well as our commitment to creating durable, reusable structures built to last in various climates and weather conditions, lead to a significant reduction of waste in our manufacturing process.

Our panel material is a resilient, lightweight, recyclable, engineered thermoplastic composite sandwich panel. The panel is engineered with high glass content skins optimized to provide durability and stiffness at the lowest weight possible. The foam core is manufactured with Herculean™ technology, providing a thermally fused composite structure. The product is hydrophobic, resists corrosion, mildew, degradation, and can be easily cleaned. Both exterior surfaces feature Royal Watson® glossy white finish for long-lasting UV stability and Surlok® bonding technology. BioStat® technology is built into the Royal Watson® surface providing a surface that meets the FDA requirements for direct food contact.

Our shelter panels have a Class C Fire Rating from independent testing under ASTM 84, the same rating expected of residential room interiors per IBC section 803. The skins on our shelter panels have a Class B fire rating.

Our structures meet IBC wind and snow load requirements. Structural analysis for wind loads has found that with site-appropriate anchoring, our standard 70- and 120-square-foot shelter units can withstand up to 155 mph winds, while our Heavy-Duty versions can withstand 170 mph winds.

Interior Furnishings: Beds, Desk, Shelves/Storage, Mattress Pad, Door Lock

The following items are included within your shelter:

- Bed frame – Powder coated metal mattress foundation frame
- Shelving/storage space
- Operable residential windows
- Lockable exterior door
- High quality foam mattress with water resistant cover
- Reading/task light
- Emergency egress window
- Desk

Electric Appliances:
Air Conditioner, Task Light, Smoke/CO detector, Plug-Ins, 120V Electrical Kit w/1500-Watt heater

2,750-Watt Heater

Contractor shall supply and install LPW Series in-wall mounted forced-air electric heaters manufactured by King Electrical Mfg. Company, of the wattage and voltage as indicated on the plans.

King's exclusive dual Pic-A-Watt steel fin elements allow customers to select from a range of wattage options, tailoring the heater to an area's specific heating requirements. Standard with a 3-position Heat/Fan/OFF-DISCONNECT Switch and a fan delay to help dissipate heat from the high-mass steel plate fin elements thereby prolonging heater life and increasing energy efficiency. The high quality built-in thermostat has degrees on the label so temperature selection is easy and accurate.

- **Motor:** Heavy-duty, cast iron, unit bearing, permanently lubricated with 20cc oil reservoir, 1440 RPM. Enclosed impedance protected with intake air cooling motor for increased bearing life.
- **Fan:** High efficiency, dynamically balanced 5-blade aluminum fan. 185 CFM. 15 ft Air Throw.
- **Thermostat:** 1-Pole built-in thermostat 45-80°F operating range.
- **Approvals:** cULus

A/C Unit (8,000 – 10,000 BTU)

- Whirlpool air conditioner
- **Exceptional Cooling:** This powerful through the wall air conditioner is not suitable for window installation. COOLING FLEXIBILITY: With 8-way directional louvers, 3 fan speeds, 4 operation modes, and a temperature setting range of 62-86F degrees, you can customize your cooling to fit your specific needs. On-board electronic controls are supplemented by a convenient remote control, and an integrated, programmable 24-hour timer completes the customization options.
- **Universal Fit Size:** With dimensions of 20.3" D x 24.2" W x 14.5" H, the Whirlpool Through the Wall fits into sleeves 24.5"-27" wide and comes with a trim kit .
- **Eco and Sleep Function:** Eco Mode conserves energy by turning off the compressor when your desired room temperature is reached. Sleep Mode adjusts the temperature and fan speed to make you more comfortable, using less energy without disturbing your sleep.
- Eco function uses less energy for savings on your utility bill
- Removable and washable air filter with clean filter alert for convenient maintenance
- U.L. listed

Smoke and Carbon Monoxide Detector

FireX Combination Smoke and Carbon Monoxide Alarm model CUAC10YFEX.

This alarm offers a modern 5" design ideal for all living spaces. Cutting edge technology sends fast alerts and enhanced sensing technology reduces false alarms.

Comprehensively tested and designed to the latest UL standard for safety and reliability, this FireX alarm is powered by a 120V AC with 10-year backup battery, so you never have to change a battery and alerts you to both smoke & carbon monoxide (CO) using a single, cost-effective device. Equipped with end-of-life notifications, the alarm will beep to remind you it's time to replace it 10 years after it is powered. This alarm also has interconnected alarm activation so you never miss an emergency and can get out faster.

Dimensions of Proposed Units (Product sheets are included in Appendix A of our proposal)

Pallet Hygiene units are designed for comfort, function, and privacy. All Pallet Hygiene units use standard bathroom fixtures and layouts. Each unit is easy to install and maintain, with complete plumbing and power systems in place upon delivery. Adding these facilities to a village is as simple as placing them, installing fixtures, and connecting them to standard infrastructure lines. Infrastructure Needs

S2 Sleeper (70 sq. ft.)

Private sleeping shelter for one person or couple
70 sq. ft. (6.5 m2)
Footprint Dimensions:
10'3" W x 7'3" D x 6'9 1/2" to 7'8" H (312.4 cm W x 221 cm D x 207 cm to 233.7 cm)

S2 Sleeper (120 sq. ft.)

Private sleeping shelter for 2 people, families, or office space
120 sq. ft. (11.15 m2)
Footprint Dimensions:
17'5" W x 7'3" D x 6'9½" to 7'8" H (530.9 cm W x 221 cm D x 207 cm to 233.7 cm)

2-Stall Hygiene

Hygiene facility with toilet, sink, and shower
100 sq. ft. (9.29 m2)
Footprint Dimensions:
13'9⅞" W x 7'9¾" Dx 7'6" to 8'10" H (421.3 cm W x 238.1 cm D x 228.6 cm to 269.2 cm H)

Accessible + Half Bath Hygiene

Hygiene facility with accessible layout
100 sq. ft. (9.29 m2)
Footprint Dimensions:
13'9⅞" W x 7'9¾" Dx 7'6" to 8'10" H (421.3 cm W x 238.1 cm D x 228.6 cm to 269.2 cm H)

Infrastructure Needs

Pallet hygiene units are a flexible system that can be installed on a wide variety of surfaces and connected to a number of power sources and standard sewer service lines.

Each hygiene unit comes with a toilet, shower, and sink. A smoke detector/CO monitor is installed in each unit and an emergency egress is incorporated into the design of the structures.

Basic Hygiene units shall have:

- A minimum 100 sq. ft. interior space
- A minimum of a toilet, shower, and sink
- Smoke/CO detector
- Emergency egress
- Compliant with all relevant building codes

Code Compliance

We have reviewed the City of Pensacola building codes.

Fire Rating: Foamed plastic insulation and panel cores are required to have a flame spread index of no greater than 75 92603.3. Our panel material has a class B skin (Flame spread index = 50, smoke development index = 135 per Intertek testing). Our core has a flame spread index of 110-115, and a smoke development index of 190-350. While we fall short of full compliance, we provide easy egress and fire extinguishers in all units.

Our shelters fall within the fire separation distance requirement for type V-B construction.

Wind: Our shelters are designed to withstand wind loads of 155 mph to 170 mph exposure, exceeding the 151 mph requirement in the code.

Electrical: Our units are designed to comply with the 2023 National Electrical Code (NEC).

Roof Load: Our shelters are designed to withstand a superimposed roof load of up to 80 lb. per sq. ft., exceeding the Pensacola Florida code requirement of 20 lb. per sq. ft.

Safety Glazing: Windows within a 24" arc of door are required to have safety glazing (2406.2). We use tempered glass for our windows; glazing can be added as needed.

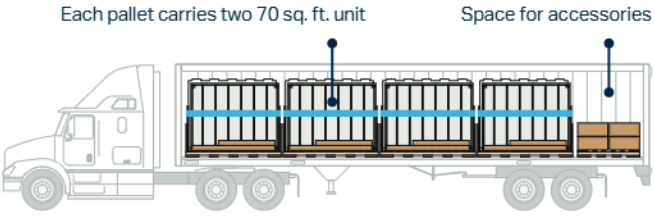
DELIVERY TIME & LEADS

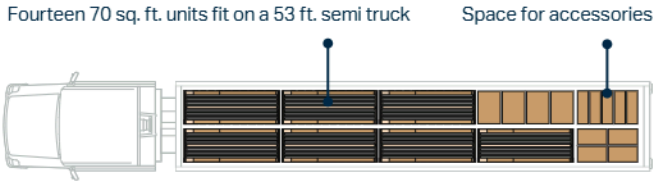
Pallet is the leader in rapid-response shelter villages. Our standard lead times are eight to twelve weeks, but we can often deliver on a much quicker timeline.

We recognize that though the city estimates purchasing and installing a mixture of individual shelter units and basic hygiene units (between 20-40 shelters and/or 3-5 hygiene units), these quantities may ultimately change. Because we build stock for inventory and have a production capacity of producing 7-10 shelters per day, we can easily accommodate changes to your estimate and respond quickly.

S2 Sleeper 70

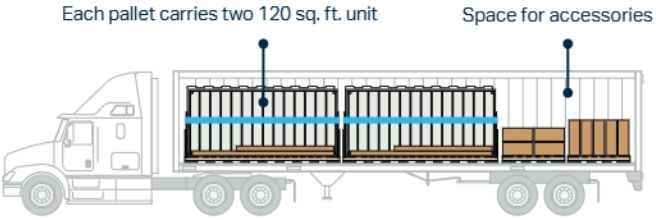
Our S2 Sleeper, the 70-square-foot structure we are proposing for your solution, will ship in a 53-foot trailer truck. Each trailer can hold 14 panelized shelters that will be assembled onsite. The shipping cost per shelter will fluctuate depending on the number of units that will be shipped to each location and when they are shipped. Because all units will not be shipped to the same location or at the same time, with remaining units to be received by November 1, 2026, shipping costs may fluctuate. We have estimated a shipping cost of $1,200 per unit.

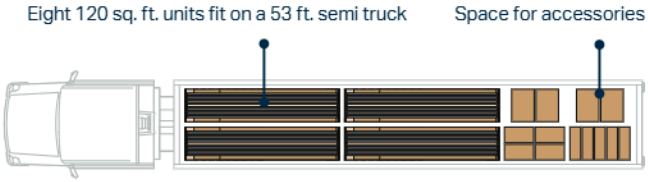




S2 Sleeper 120

Our 120 square-foot structure has the same lead times as our 70 square-foot structure. Shipping cost per unit are estimated to be $1,200 per unit as well.





Hygiene Units

The delivery time for a hygiene unit is eight to twelve weeks. The fabrication of the hygiene units begins once we receive an order. As with the S2 Sleeper, shipping costs can fluctuate based on how many units are shipped per location as well as when the units are shipped. Estimated shipping costs are $10,000 per unit. We have assumed one to two units will be shipped to each location.

PRICE

In response to ADDENDUM #2 questions 5 and 13, we have included four different pricing options based on product selection for Pallet's S2 shelters. Each option includes delivery and installation costs and is priced per unit. The total cost will change depending on the specific product selected and the number of units required. Although we have provided four primary configurations, any combination of unit types and quantities can be customized to best meet the needs of the City of Pensacola.

For comparative purposes, the pricing below assumes the purchase of forty (40) sleeping shelters, three (3) 2-stall hygiene units, and two (2) 2-stall accessible hygiene units. These quantities are adjustable based on the final needs of the project. The Modular Shelter options for the City of Pensacola are listed below:

1. 70 SQ. FT. Sleeper Unit (Single occupancy)
    - Features: 120V 2,750-Watt Heater, A/C 8,000 BTU 120V, 1 Twin Bed, 1 Desk
    - Price: $17,970
2. 70 SQ.FT. Sleeper Unit (Double occupancy)
    - Features: 120V 2750 Watt Heater, A/C 8,000 BTU 120V, 2 Beds, 1 Desk
    - Price: $19,970
3. 70 SQ.FT. Sleeper Unit (Double occupancy, suitable for couples)
    - Features: 120V 2750 Watt Heater, A/C 8,000 BTU 120V, 1 Queen Bed, 1 Desk
    - Price: $18,028
4. 120 SQ.FT. Sleeper Unit (Double occupancy, two beds, two desks)
    - Features: 240V 4,500 Watt Heater, A/C 8,000 BTU 120V, 2 Twin Beds, 2 Desks
    - Price: $23,595

Customizability and Budget Flexibility:

Our offerings allow flexibility for managing project budgets. Double occupancy may not be required for every shelter, enabling the City of Pensacola to choose the most suitable combination of structures that address both the community's diverse needs and the available budget. Additionally, while our 120 sq. ft. shelter provides the best fit for the project's specifications, the 70 sq. ft. options offer alternative configurations to accommodate different site and occupancy requirements.

Our current 70 sq. ft. shelter accommodates one XL Twin bed and one desk or one Queen bed and one desk. The Queen bed allows for double occupancy when a couple needs shelter. Our 120 sq. ft. shelter best meets the specifications of the RFP, as there is ample room for two beds and two desks for each shelter.

Pallet offers additional product choices to manage your budget, giving the City of Pensacola the widest possible selection and combination of structures to accommodate the different needs and budget of each site.

Detailed Pricing Breakdown:

The following section provides a comprehensive breakdown of the pricing for each of the four shelter options. These estimates are based on the assumed quantity of units and include delivery and installation costs. Each option is designed to provide flexibility in meeting the city's specific needs, with variations in size, occupancy, and features to allow for customization based on project goals and budget.

Option 1.

ITEM NO.	EST. QTY	ITEM DESCRIPTION (INCLUDING SQ. FT.)	PRICE PER UNIT	DELIVERY COST TO DESTINATION	INSTALLATION COSTS
1	40	S2-70 SQFT. Sleeper with 120v 2750 Watt Heater, A/C 8,000 BTU 120V, 1 Twin Bed, 1 Desk	$17,970.00	$1,200.00	$1,100.00
2	3	2-Stall BR Unit (Toilet, Shower, Sink)	$44,995.00	$10,000.00	$0.00
3	2	2-Stall Accessible BR Unit (1 Full Bath, 1 Admin Half Bath)	$44,995.00	$10,000.00	$0.00
		TOTAL PRICE	**$1,085,775.00**		

Option 2.

ITEM NO.	EST. QTY	ITEM DESCRIPTION (INCLUDING SQ. FT.)	PRICE PER UNIT	DELIVERY COST TO DESTINATION	INSTALLATION COSTS
1	40	S2-70 SQFT. Sleeper with 120v 2750 Watt Heater, A/C 8,000 BTU 120V, 2 Beds, 1 Desk	$19,970.00	$1,200.00	$1,100.00
2	3	2-Stall BR Unit (Toilet, Shower, Sink)	$44,995.00	$10,000.00	$0.00
3	2	2-Stall Accessible BR Unit (1 Full Bath, 1 Admin Half Bath)	$44,995.00	$10,000.00	$0.00
		TOTAL PRICE	**$1,065,775.00**		

Note: this option requires modifications to our existing design to accommodate two beds

Option 3.

ITEM NO.	EST. QTY	ITEM DESCRIPTION (INCLUDING SQ. FT.)	PRICE PER UNIT	DELIVERY COST TO DESTINATION	INSTALLATION COSTS
1	40	S2-70 SQFT. Sleeper with 120v 2750 Watt Heater, A/C 8,000 BTU 120V, 1 Queen Bed, 1 Desk	$18,028.00	$1,200.00	$1,100.00
2	3	2-Stall BR Unit (Toilet, Shower, Sink)	$44,995.00	$10,000.00	$0.00
3	2	2-Stall Accessible BR Unit (1 Full Bath, 1 Admin Half Bath)	$44,995.00	$10,000.00	$0.00
		TOTAL PRICE	**$1,088,095.00**		

Option 4.

ITEM NO.	EST. QTY	ITEM DESCRIPTION (INCLUDING SQ. FT.)	PRICE PER UNIT	DELIVERY COST TO DESTINATION	INSTALLATION COSTS
1	40	S2-120 SQFT. Sleeper with 240v 4,500 Watt Heater, A/C 8,000 BTU 120V, 2 Twin Bed, 2 Desks	$23,595.00	$1,200.00	$1,100.00
2	3	2-Stall BR Unit (Toilet, Shower, Sink)	$44,995.00	$10,000.00	$0.00
3	2	2-Stall Accessible BR Unit (1 Full Bath, 1 Admin Half Bath)	$44,995.00	$10,000.00	$0.00
		TOTAL PRICE	**$1,310,775.00**		

Please Note:
- If number of units delivered to any one site is ten or less, per unit installation costs will be $1,500.
- Tax is not included in Total Price

We look forward to working with you to tailor the shelter solution that best suits the City's needs while remaining within the project's budget constraints.

WARRANTY

PALLET LIMITED WARRANTY

The Pallet Shelter model purchased by you ("Shelter") is designed to provide a safe, reliable, and compact shelter for use as temporary housing.

What does this Limited Warranty cover?

This Limited Warranty only covers defects in materials and workmanship of the Pallet Shelter and the following list of products under Normal Use and Maintenance (each, a "**Defect**") for the "Warranty Period" as defined below (collectively with the Shelter, the "**Products**"):

- 2-Stall Bathroom, including walls, flooring, roof, door(s) and door handle(s), and windows
- ADA Full Bathroom, including walls, flooring, roof, door(s) and door handle(s),and windows
- S2-70 Sq Ft Structure including walls, flooring, roof, door(s) and door handle(s),and windows
- S2-120 Sq Ft Structure including walls, flooring, roof, door and door handle, and windows

"**Normal Use and Maintenance**" includes the use and habitation of the Shelter by no more than four (4) adults on a level and stable outdoor surface, while following the Shelter User Manual and Product Instructions provided by Pallet to you from time to time. Normal Use and Maintenance does not include any other use or maintenance not specified herein.

What is the Coverage period?

This Limited Warranty starts on the date of delivery of the Shelter and lasts for two (2) years (the "Warranty Period"). The Warranty Period for the Shelter electrical system and components shall be thirty (30) days from the Shelter's connection to electrical utilities. The Warranty Period is not extended if we repair or replace a Product. We may change the availability of this Limited Warranty at our discretion, but any changes will not be retroactive.

When does this coverage period begin?

The Warranty Period begins when the Product is delivered to either a project site or storage site.

Is anything required to trigger my rights under the warranty?

Yes. Your rights under this Limited Warranty will not take effect and will not be available to you unless and until you participate in the completion of a shelter inspection checklist within three (3) days after assembly of a Shelter. If Pallet assembles the Shelter, Pallet will initiate this process and you will be required to provide a representative to participate in the inspection. If you choose to assemble your own Shelter, you must complete and supply to Pallet a Shelter inspection checklist within the required time. A Pallet hygiene or laundry unit must be inspected within seven (7) days of connection to water and electrical utilities. Any failure to participate in or conduct the required inspection checklist shall not toll, delay, or stay the applicable Warranty Period, which shall begin running on the date of delivery as described herein.

How do you obtain warranty service?

To obtain warranty service under this Limited Warranty for a Defect, you must first contact us in writing at support@palletshelter.com prior to the expiration of the Warranty Period and within thirty (30) days of discovering the Defect, specifying (a "**Warranty Claim**"):

The entire Limited Warranty can be found on our website, www.palletshelter.com/warranty, or provided to you upon request.

S2 SLEEPER | (70 sq. ft. | 6.5 m2)

The Pallet® S2 Sleeper is our new line in safe, dignified, rapid-response shelter solutions. Our industry-leading design features a mono-pitch roof, smooth exterior and interior panels, improved energy efficiency, and protection from the elements. The S2 Sleeper is also designed for rapid deployment and assembly.

The 70 sq. ft. (6.5 m2) model is perfect for one person or a couple.

Standard Features

1. Residential windows with advanced Low-E insulated glass
2. Integrated customizable wire shelving system
3. 120V convenience plugs
4. Interior LED lighting
5. Smoke/CO detector combo unit
6. Pedestal leveling system
7. Heater and A/C units

Optional

Freestanding Twin XL bed frame and mattress with bedbug-resistant cover

Freestanding desk

Programmable digital keypad entry

Generator Quick-Connect enables generator compatibility

Benefits

Rapid: Our new patent pending connection system has fewer bolts, bringing installation time down to under an hour. This means an entire village community of interim shelter can be built in a day.

Safe: Each shelter is equipped with a solid core front door with kick plate and peephole; robust fire, snow, and wind ratings; and an egress window and fire extinguisher in case of emergency.

Dignified: Locking doors, residential windows, easily accessed interior lighting, and climate control options offer residents a comfortable and dignified space to plan their next steps.

Technical Specifications

Interior Dimensions	10' W x 7' D x 6'9½" to 7'8" H	304.8 cm W x 213.4 cm D x 207 cm to 233.7 cm H
Square Footage	70 sq. ft.	6.5 m2
Shelter Weight	Approx. 900 lb.	Approx. 408 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B
Design Snow Load	Up to 40 lb. per sq. ft. (Standard) Up to 80 lb. per sq. ft. (High Load)	1.9 kPa (Standard) 3.83 kPa (High Load)

Class B Fire rating for panel skin
Class C Fire rating for full assembly

Our 2750W & 4500W climate control system can maintain comfortable interior temperatures when the temperature outside drops as low as -40 F | -40 C and rises up to 120 F | 48 C

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

S2 SLEEPER (70 SQ. FT.)

Standard Product Specifications

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	10'6¼" W x 7'6 1/2" D	320.7 cm W x 229.9 cm D
Exterior Dimensions, Wall-to-Wall	10'3" W x 7'3" D	312.4 cm W x 221 cm D
Interior Dimensions, Wall-to-Wall	10' W x 7' D	304.8 cm W x 213.4 cm D
Overall Height	8'7½" H	262.9cm H
Min/Max Ceiling Height	6'9½" to 7'8" H	207 cm to 233.7 cm
Interior Square Footage	70 sq. ft.	6.5 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Solid Core Door	1 @ 36" x 80"	1 @ 91.4 cm x 203.2 cm
Casement Egress Window	1 @ 36" x 36"	1 @ 91.4 cm x 91.4 cm
Additional Double Pane Insulated Windows	1 @ 24" x 30"	1 @ 61 cm x 76.2 cm

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Weight of Unit (Including Standard Features & Max Occupancy Beds)	Approx. 900 lb.	Approx. 408 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,500 lb.	Up to 680 kg
Design Snowload Rating	Up to 40 lb. per sq. ft. (Standard) Up to 80 lb. per sq. ft. (High Load)	1.9 kPa (Standard) 3.83 kPa (High Load)
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	
Max # of Beds and Size (Twins, Fulls, etc)	1 Twin XL	
Twin XL Bed Weight Limit	1,500 lbs	680 kg

Delta T

DESCRIPTION	STANDARD SPECIFICATIONS	
120V 2,750W Heater	90F	50C
240V 4,500W Heater	120F	66C

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel
Windows	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1.5"	3.8 cm
Roof	2"	5.1 cm
Floor	0.5"	1.3 cm

Infrastructure Requirements

DESCRIPTION	STANDARD SPECIFICATIONS
Electrical Connection	120V or 240V Service Options Available
Tie Down Requirement per Corner	Up to 1,500 lb. / 680 kg (Depends on local wind rating)

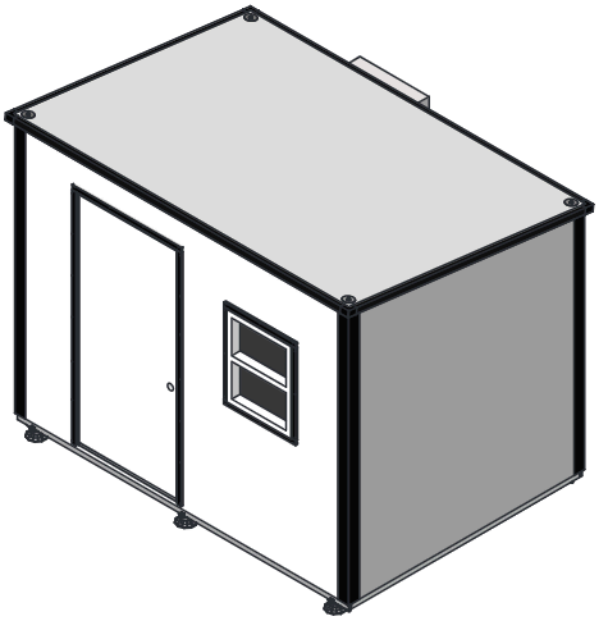
*NOTE: For installation on different soil types, please refer to the infrastructure guide.

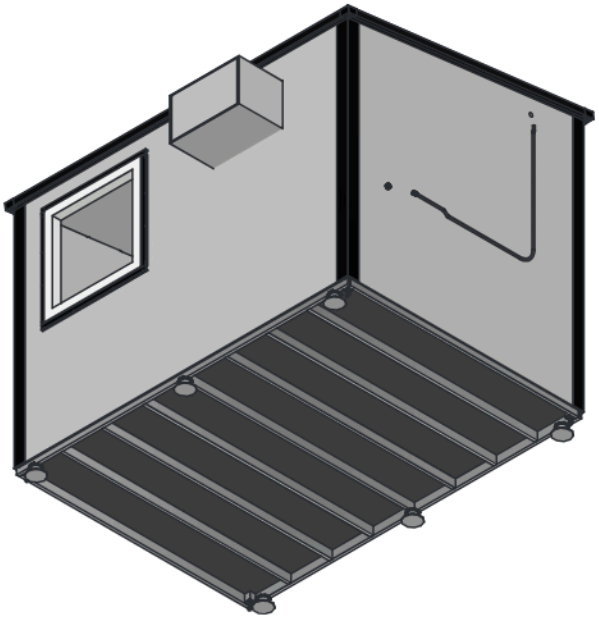
Standard Features

- Locking solid core door w/ master key
- Emergency egress casement window
- Vinyl frame with dual pane Low-E glass windows
- Adjustable shelving
- Three 120V outlets
- Interior LED lighting
- Hardwired CO/smoke detector with battery backup
- Wall-mounted fire extinguisher
- Exterior-mounted breaker box
- Wall mounted Pic-A-Watt 1,250W-2,750W or 2,250W-4,500W heater
- Thru-wall 8,000 BTU A/C unit

Optional Accessory Features

- Desk
- Twin XL bed frame
- Twin XL 'Relief Bed' 38"x 80" (96.5cm x 203.2cm) mattress
- Programmable digital keypad entry
- Exterior light
- Generator Quick-Connect





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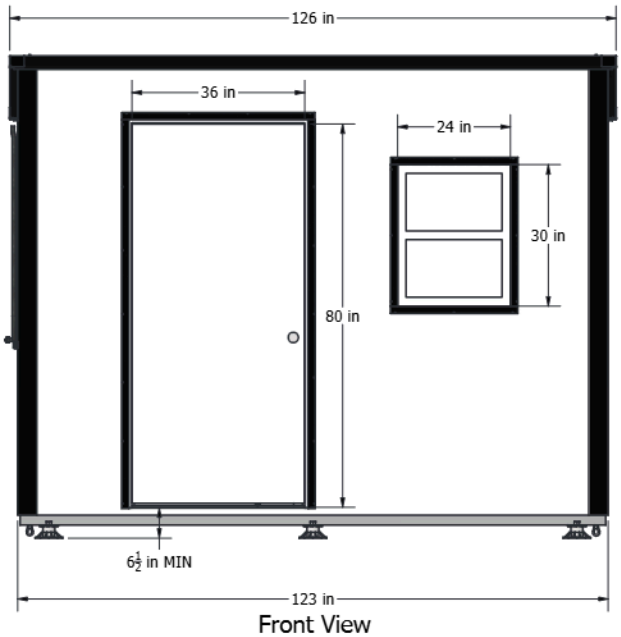
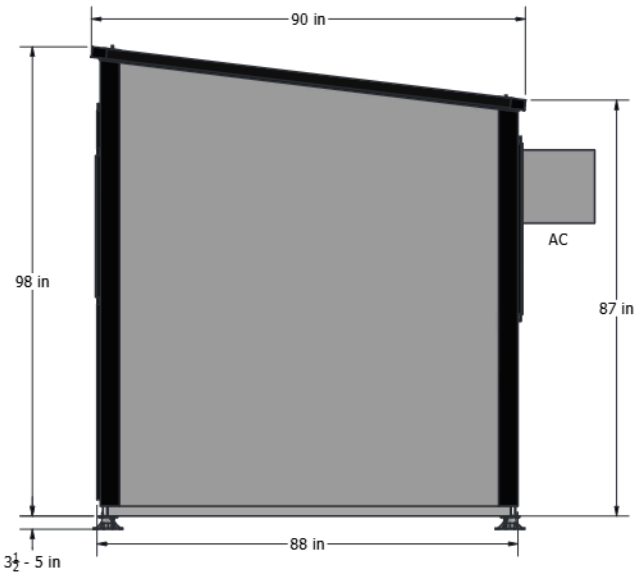
DATE	10/3/2023		Released — SHEET 1 OF 7



Front View



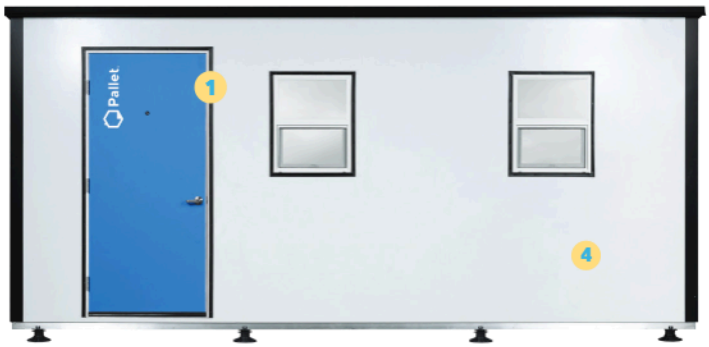
Side View (Right)

DRAWN BY	TrevorRussell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	TITLE: S2 70 w/ Accessories — REV: G
DATE	10/3/2023		Released — SHEET 2 OF 7

S2 SLEEPER | (120 sq. ft. | 11.15 m2)

The Pallet™ S2 Sleeper is our industry-leading line of safe, durable, rapid-response shelters. Designed for rapid deployment and assembly, the S2 Sleeper also features energy efficient construction, smooth exterior and interior panels, and climate control options fit for any conditions.

The 120 sq. ft. (11.15 m2) is a comfortable and dignified space for two people or families to plan their future, and can also be used as office space and storage for onsite service provider staff.



Standard Features

1. Durable solid core residential exterior door and frame
2. Structurally insulated FRP walls
3. Heater and A/C units
4. Inorganic mold-, mildew-, and pest-resistant construction materials
5. Interior LED lighting
6. Smoke/CO detector combo unit
7. Integrated customizable wire shelving system

Optional

Freestanding Twin XL bed frame and mattress with bedbug-resistant cover

Freestanding desk

Programmable digital keypad entry

Benefits

Safe: Our patent pending structural panel system creates tight corner fittings and energy efficiency. Robust fire, wind, and snow load ratings are fit for even extreme weather and storm- prone locales.

Adaptable: An adjustable pedestal leveling system makes the S2 Sleeper ready for a variety of terrains, and the tie-down system anchors the roof to the floor for structural integrity in variable conditions.

Versatile: In addition to its use as private, comfortable sleeping quarters for two people or families, the 120 square foot (11.15 m2) model of the S2 Sleeper can also be converted as office and storage space.

Technical Specifications

Interior Dimensions	17'2" W x 7' D x 6'9½" to 7'8" H	523.2 cm W x 213.4 cm D x 207 cm to 233.7 cm H
Square Footage	120 sq. ft.	11.15 m2
Shelter Weight	1,300 lb.	590 kg
Wind Rating	Up to 155 mph sustained	Up to 250 kmh sustained
Snow Load Rating	40 lb. per sq. ft.	1.9 kPa

Class B Fire rating for panel skin
Class C Fire rating for full assembly

Our 2750W & 4500W climate control system can maintain comfortable interior temperatures when the temperature outside drops as low as -40 F | -40 C and rises up to 120 F | 48 C

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

S2 SLEEPER (120 SQ. FT.)

Standard Product Specifications

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	17'8¼" W x 7'6½" D	539.1 cm W x 229.9 cm D
Exterior Dimensions, Wall-to-Wall	17'5" W x 7'3" D	530.9 cm W x 221 cm D
Interior Dimensions, Wall-to-Wall	17'2" W x 7' D	523.2 cm W x 213.4 cm D
Overall Height	8'7½" H	262.9 cm H
Min/Max Ceiling Height	6'9½" to 7'8" H	207 cm to 233.7 cm
Interior Square Footage	120 sq. ft.	11.15 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Solid Core Door	1 @ 36" x 80"	1 @ 91.4 cm x 203.2 cm
Casement Egress Window	1 @ 36" x 36"	1 @ 91.4 cm x 91.4 cm
Additional Double Pane Insulated Windows	2 @ 24" x 30"	2 @ 61 cm x 76.2 cm

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Weight of Unit (Including Standard Features & Max Occupancy Beds)	1,300 lb.	590 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,500 lb.	Up to 680 kg
Design Snowload Rating	Up to 40 lb. per sq. ft. (Standard) Up to 80 lb. per sq. ft. (High Load)	Up to 1.9 kPa (Standard) Up to 3.83 kPa (High Load)
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	
Max # of Beds and Size (Twins, Fulls, etc)	2 Twin XL or 1 Full	
Twin XL Bed Weight Limit	1,500 lbs	680 kg

Delta T

DESCRIPTION	STANDARD SPECIFICATIONS	
120V 2,750W Heater	90F	50C
240V 4,500W Heater	120F	66C

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel
Windows	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1.5"	3.8 cm
Roof	2"	5.1 cm
Floor	0.5"	1.3 cm

Infrastructure Requirements

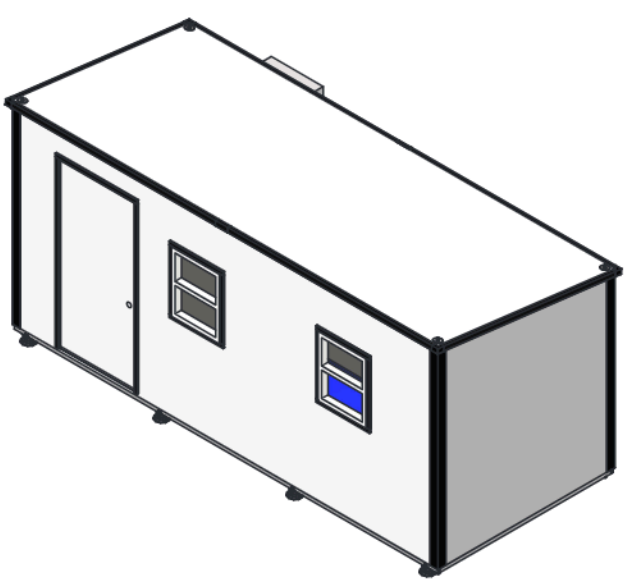
DESCRIPTION	STANDARD SPECIFICATIONS
Electrical Connection	120V or 240V Service Options Available
Tie Down Requirement per Corner	Up to 1,500 lb. / 680 kg (Depends on local wind rating)

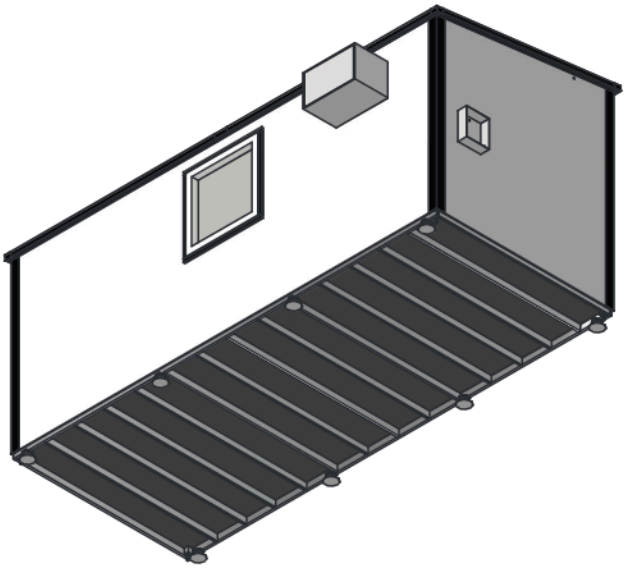
Standard Features

- Locking solid core door w/ master key
- Emergency egress casement window
- Vinyl frame with dual pane Low-E glass windows
- Adjustable shelving
- Three 120V outlets
- Interior LED lighting
- Hardwired CO/smoke detector with battery backup
- Wall-mounted fire extinguisher
- Exterior-mounted breaker box
- Wall mounted Pic-A-Watt 1,250W-2,750W or 2,250W-4,500W heater
- Thru-wall 8,000 BTU A/C unit

Optional Accessory Features

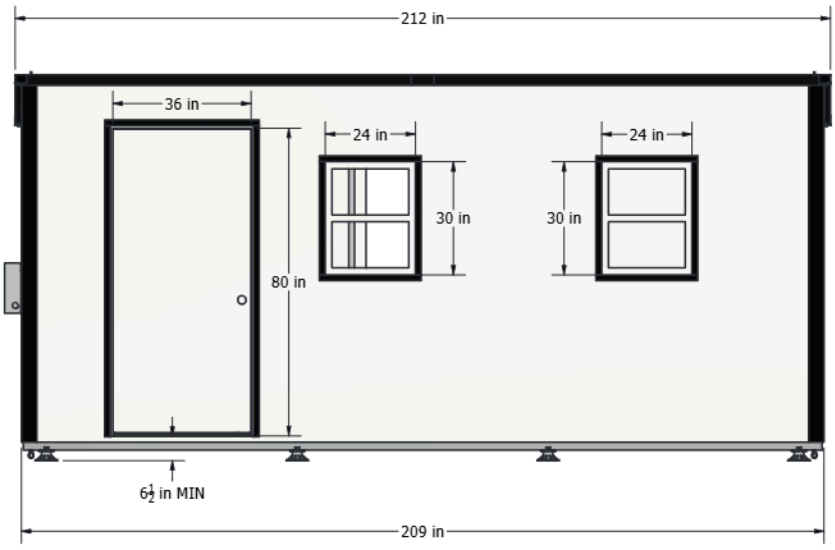
- Desk
- Twin XL bed frame
- Twin XL 'Relief Bed' 38"x 80" (96.5cm x 203.2cm) mattress
- Programmable digital keypad entry
- Exterior light



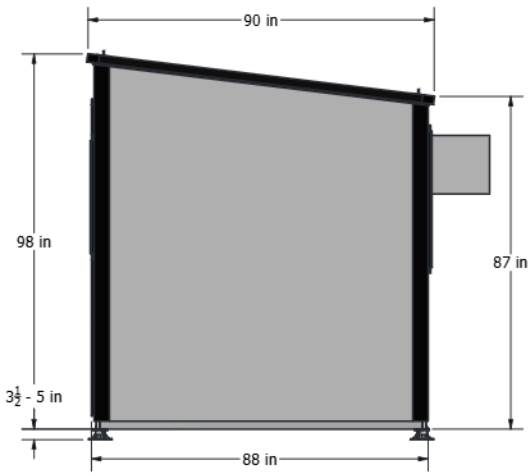


Pallet

DRAWN BY	TrevorRussell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	TITLE: 120 Sales Overview — REV: E
DATE	10/3/2023		Released — SHEET 1 OF 7



Front View



Side View (Right)

Pallet

DRAWN BY	TrevorRussell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	TITLE: 120 Sales Overview — REV: E
DATE	10/3/2023		Released — SHEET 2 OF 7

TWO-STALL HYGIENE

Pallet

Based on the proven durability and longevity of our shelter design, this hygiene structure provides a private, lockable space with flushable toilet, a sink, and a shower in each of its two rooms. Easy to install, clean, and maintain, the Two-Stall Hygiene unit is an essential part of any dignified shelter community.

Standard Features

1. Standard flush toilets and hot/cold water sinks and showers
2. Standard sewer and electrical hookups for easy installation
3. Locking doors
4. Heat, A/C, exhaust fan, and humidity sensor
5. Slip-resistant floors
6. Resistant to mold, mildew, and pests

Benefits

Easy to Maintain: Simple layout with easy-to-clean materials and surfaces.

Dignified: The privacy and comfort of lockable doors and standard residential fixtures.

Pre-Built: All units come fully assembled, meaning quick and convenient installation.

Technical Specifications

Interior Dimensions (Stalls)	6'8⅝" W x 7'⅝" D x 7'6" to 8'10" H	204.7 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H
Square Footage	100 sq. ft.	9.3 m2
Shelter Weight	Approx. 2234 lb.	Approx. 1013 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B
Design Snow Load	Up to 80 lb. per sq. ft.	3.83 kPa

Class B Fire rating for panel skin
Class C Fire rating for full assembly

BUILT AND DESIGNED IN THE USA

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

TWO-STALL HYGIENE

Pallet

Standard Product Specifications

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	13'11⅝" W x 8'5½" D	425.7 cm W x 257.8 cm D
Exterior Dimensions, Wall-to-Wall	13'9⅞" W x 7'9¾" D	421.3 cm W x 238.1 cm D
Interior Dimensions, Wall-to-Wall, Stalls	6'8⅝" W x 7'⅝" D	204.7 cm W x 214.9 cm D
Overall Height	10' 2" H	309.9 cm H
Min/Max Ceiling Height	7'6" to 8'10" H	228.6 cm to 269.2 cm H
Interior Square Footage	100 sq. ft.	9.3 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Panel Door	(2) 36" x 80" Panel Doors	1 @ 91.4 cm x 203.2 cm
Exhaust Fan with Humidity Sensor	2	

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Weight of Unit (Including Standard Features)	Approx. 2,234 lb.	Approx. 1013 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,800 lb.	Up to 816.47 kg
Design Snow load Rating	Up to 80 lb. per sq. ft.	Up to 3.83 kPa
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9 kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel with aluminum sub frame
Windows (Landry Room Only)	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1¾"	4.4 cm
Roof	1¾"	4.4 cm
Floor	½"	1.3 cm

Infrastructure Requirements

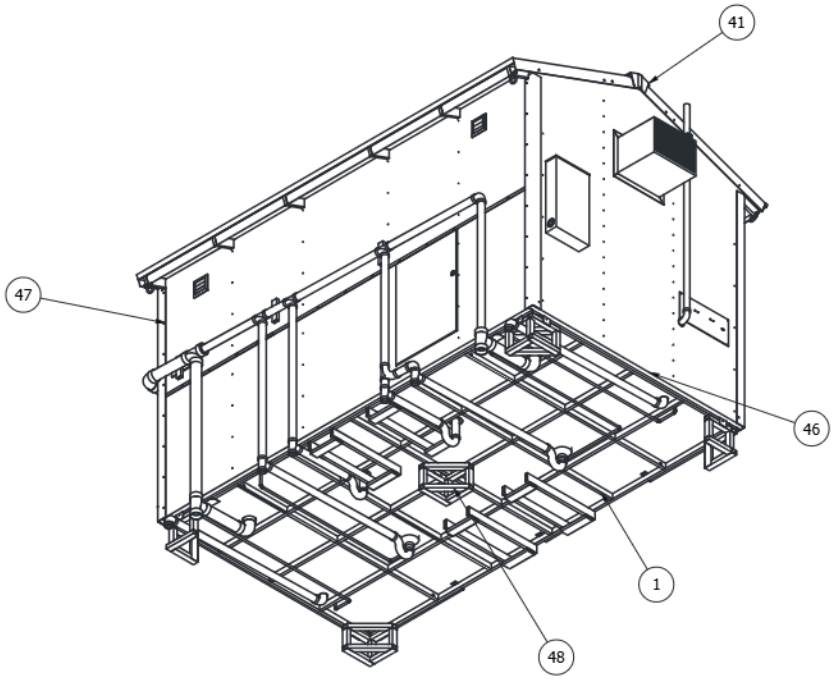
DESCRIPTION	STANDARD SPECIFICATIONS
2-Stall Hygiene	
Electrical Connection	240V 1 PH
Tie Down Requirement per Corner	Up to 1,800 lb. / 1.9 kPa
Water	1/2" NPT
Sewer	(8) PVC Drains

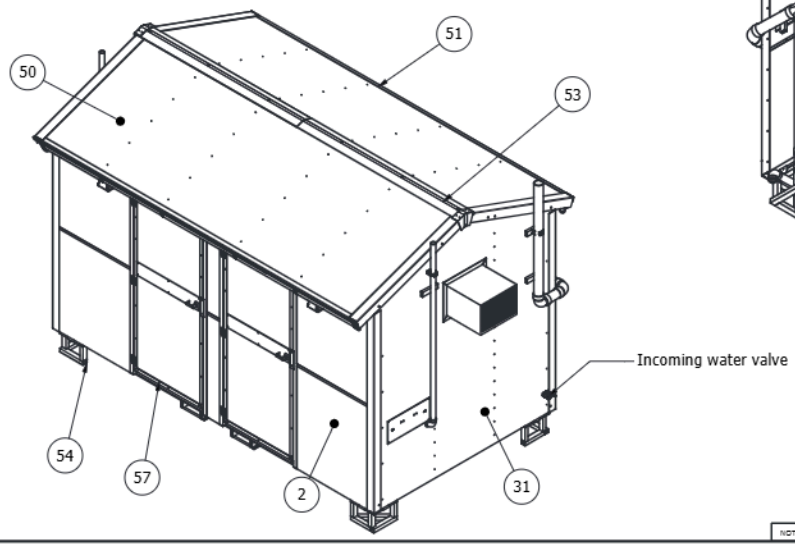
Standard Features

- (2) 36"x 80" panel doors
- (2) 120V outlets
- (2) 4ft LED strip lights
- (2) Photocell controlled exterior LED lights
- (2) Combination heater/AC units (3,850 BTU for heat, 7,500 BTU for cooling)
- (2) Exhaust fans with humidity sensor
- (2) Accessible Toilets, (2) showers, (2) sinks
- On demand (tankless) electric water heater

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
1	31081	2 Stall Base Assembly	1
2	31135	2 Stall Front Wall Final Assy	1
31	31164	Final Assembly Side Wall 2 Stall Right	1
41	11592	Ridge Cap End Cap	2
46	Side Wall 2 Stall Left Final Assy	Final Assembly Side Wall Left 2 Stall Ridge	1
47	34013	Wall Back ADA 2 Stall - 2 Stall Standard	1
48	400041	Hygiene Stand Full Assy Center	1
50	50125	Final Assembly Roof Front Hygiene HD	1
51	50127	Final Assembly Roof Back Hygiene HD	1
53	10039	100 sqft Ridge Cap Assy	1
54	20117	Hygiene Stand Full Assy	4
57	10476	Final Assembly Hygiene Door	2

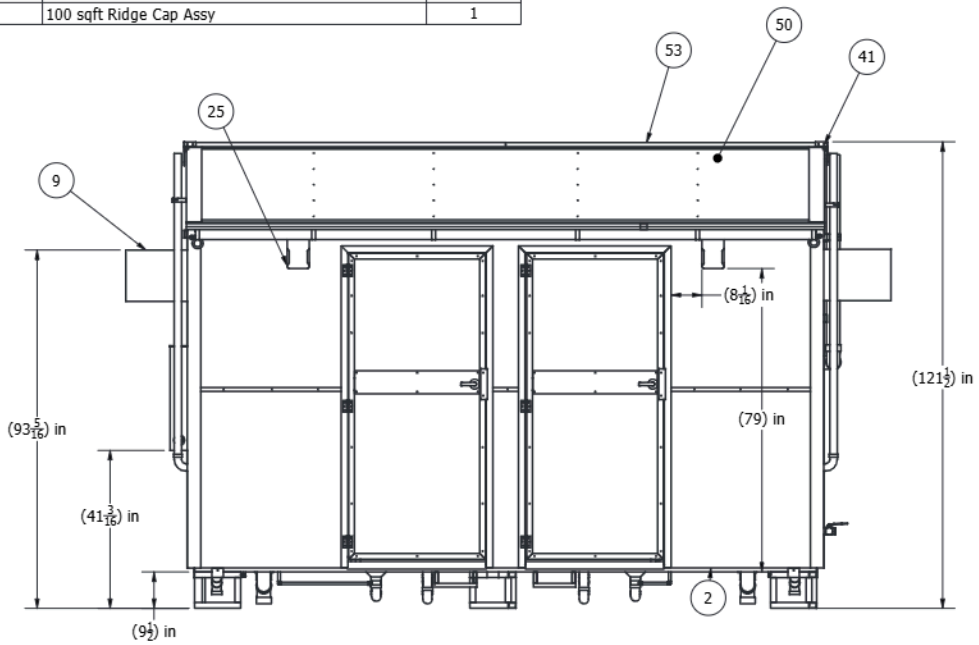
REVISION HISTORY		
REV	DESCRIPTION	DATE
A	Original Release	9/10/2024





DRAWN BY	Don Sandor	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/64 ANGULAR ±1° X.X ±.06 X.XX ±.03 X.XXX ±.01	TITLE: 2 Stall Hygiene Unit	
DATE	9/3/2024			
CHECKED BY	Aaron Scott			
DATE	9/9/2024			
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30536	REV: A
DATE	9/10/2024			
APPROVED BY	Greg Millholand		Released	SHEET 1 OF 12
DATE	9/10/2024			
NOT TO SCALE				

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
2	31135	2 Stall Front Wall Final Assy	1
9	11433	AC Heater 7500 BTU 115V Window	2
25	11436	Light Exterior LED	2
41	11592	Ridge Cap End Cap	2
50	50125	Final Assembly Roof Front Hygiene HD	1
53	10039	100 sqft Ridge Cap Assy	1



DRAWN BY	Don Sandor	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/64 ANGULAR ±1° X.X ±.06 X.XX ±.03 X.XXX ±.01	TITLE: 2 Stall Hygiene Unit	
DATE	9/3/2024			
CHECKED BY	Aaron Scott			
DATE	9/9/2024			
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30536	REV: A
DATE	9/10/2024			
APPROVED BY	Greg Millholand		Released	SHEET 2 OF 12
DATE	9/10/2024			
NOT TO SCALE				

ACCESSIBLE HYGIENE + HALF BATH

The same features as our standard unit with the added benefit of an additional half bath. Perfect for adding bathroom capacity or as an admin storage, this 100 square foot unit offers turnkey installation ease and familiar residential fixtures.

Standard Features

1. Standard flush toilets and hot/cold water sinks and showers
2. Fold-down shower bench
3. Standard sewer and electrical hookups for easy installation
4. Second half bath or space for storage
5. Locking doors
6. Heat, A/C, exhaust fan, and humidity sensor
7. Slip-resistant floors
8. Resistant to mold, mildew, and pests

Benefits

Accessible: Designed with accessibility features that support every Pallet village resident.

Easy to Clean: Inorganic materials make cleaning and sanitizing an easy task.

Versatile: Attached half-bathroom unit can double as storage space.

Technical Specifications

Interior Dimensions (Accessible)	10' W x 7'⅝" D x 7'6" to 8'10" H	304.8 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H
Interior Dimensions (Half Bath)	3'4½" W x 7'⅝" D x 7'6" to 8'10" H	102.8 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H
Square Footage	100 sq. ft.	9.3 m2
Shelter Weight	Approx. 2116 lb.	Approx. 960 kg.
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B
Design Snow Load	Up to 80 lb. per sq. ft.	Up to 3.83 kPa

Class B Fire rating for panel skin
Class C Fire rating for full assembly

- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

ACCESSIBLE HYGIENE + HALF BATH

Pallet

Standard Product Specifications

Dimensions

DESCRIPTION	STANDARD SPECIFICATIONS	
Extrior Dimensions, Eve-to-Eve	13'11⅝" W x 8'5½" D	425.7 cm W x 257.8 cm D
Exterior Dimensions, Wall-to-Wall	13'9⅞" W x 7'9¾" D	421.3 cm W x 238.1 cm D
Interior Dimensions, Wall-to-Wall, Accessible Stall	10' W x 7'⅝" D	304.8 cm W x 214.9 cm D
Interior Dimensions, Wall-to-Wall, Half Bath Stall	3'4½" W x 7'⅝" D	102.8 cm W x 214.9 cm D
Overall Height	10' 2" H	309.9 cm H
Min/Max Ceiling Height	7'6" to 8'10" H	228.6 cm to 269.2 cm H
Interior Square Footage	100 sq. ft.	9.3 m2

Means of Egress & Ventilation

DESCRIPTION	STANDARD SPECIFICATIONS	
Panel Door	(1) 36" x 80" Panel Doors (1) 32" x 80" Panel Doors	1 @ 91.4 cm x 203.2 cm 1 @ 81.3 cm x 203.2 cm
Exhaust Fan with Humidity Sensor	2	

Weights & Ratings

DESCRIPTION	STANDARD SPECIFICATIONS	
Accessible + Half Bath		
Weight of Unit (Including Standard Features)	Approx. 2,116 lb.	960 kg
Wind Rating	Up to 155 mph (exposure C) Up to 170 mph (exposure B)	Up to 250 kmh (exposure C) Up to 274 kmh (exposure B)
Tie Down Requirement per Corner	Up to 1,800 lb.	Up to 816.47 kg
Design Snow load Rating	Up to 80 lb. per sq. ft.	Up to 3.83 kPa
Floor Live Load Rating	Up to 40 lb. per sq. ft.	Up to 1.9 kPa
Fire Rating	ASTEM-E84 Class B Surface | Class C Full System	

Materials and Construction

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION
Floor/Base	Welded aluminum frame with foam core composite SIP panel
Roof & Wall Panel	Foam core composite SIP panel with aluminum sub frame
Windows (Landry Room Only)	Vinyl frame with dual pane Low-E glass

Panel Thickness

DESCRIPTION	STANDARD MATERIALS OF CONSTRUCTION	
Walls	1¾"	4.4 cm
Roof	1¾"	4.4 cm
Floor	½"	1.3 cm

Infrastructure Requirements

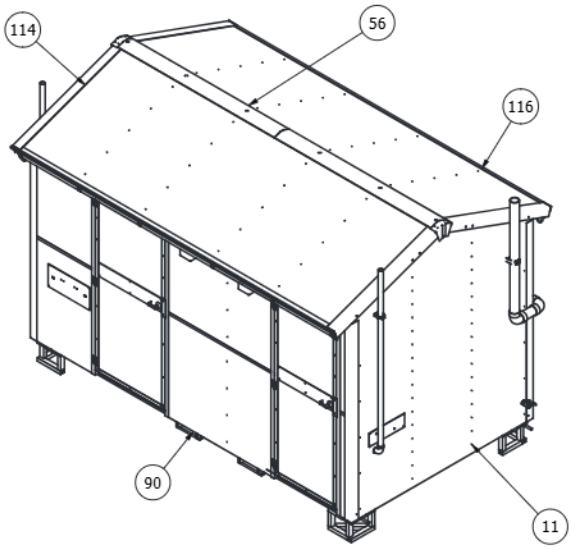
DESCRIPTION	STANDARD SPECIFICATIONS
Electrical Connection	240V 1 PH
Tie Down Requirement per Corner	Up to 1,800 lb. / 1.9 kPa
Water	1/2" NPT
Sewer	(7) PVC Drains

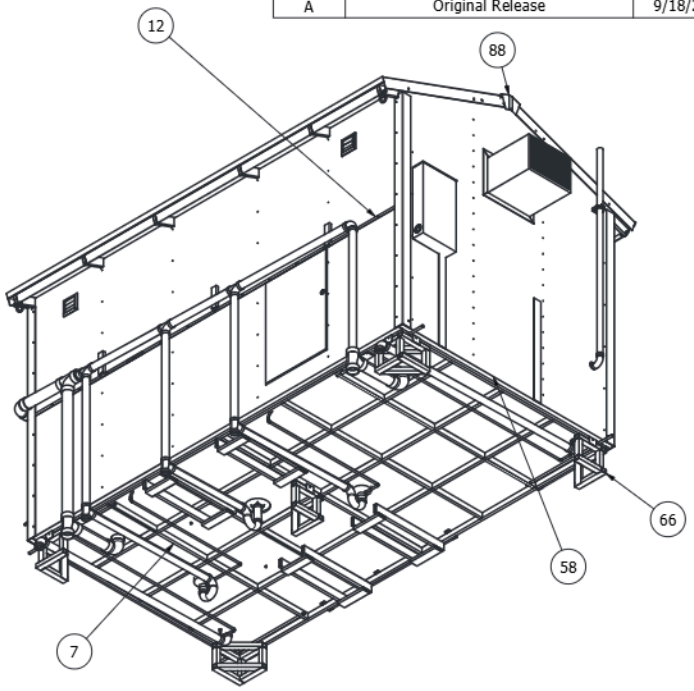
Standard Features

- (1) 36"x 80" panel door
- (1) 32"x 80" panel door
- (2) 120V outlets
- (2) 4ft LED strip lights
- (2) Photocell controlled exterior LED lights
- (1) Combination heater/AC unit (3,850 BTU for heat, 7,500 BTU for cooling)
- (2) Exhaust fans with humidity sensor
- (1) Accessible toilet, (1) accessible shower, and (1) accessible sink
- (1) Standard toilet and (1) standard sink (same toilet as installed in accessible unit)
- On demand (tankless) electric water heater

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
7	34009	Final Assy. Base Floor Accessible 2 Stall	1
11	34012	Final Assy. Side Wall Right Accessible	1
12	34013	Final Assy.Wall Back Accessible 2 Stall	1
56	10039	Final Assy.100 sqft Ridge Cap	1
58	34060	Final Assembly Side Wall Accessible 2 Stall Ridge	1
66	20117	Hygiene Stand Full Assy	5
88	11592	Ridge Cap End Cap	2
90	34087	Final Assembly Wall Front Accessible 2 Stall	1
114	50125	Final Assembly Roof Front Hygiene HD	1
116	50127	Final Assembly Roof Back Hygiene HD	1

REVISION HISTORY		
REV	DESCRIPTION	DATE
A	Original Release	9/18/2022

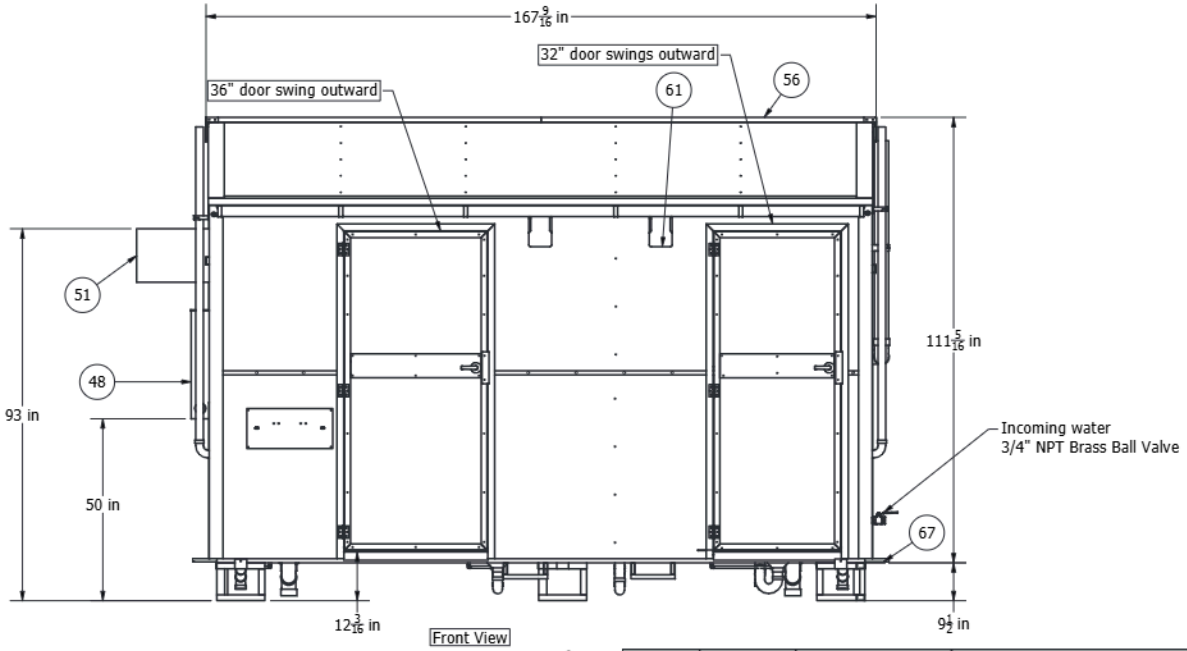




DRAWN BY	dan bondar	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/64 ANGULAR ±1° XX ±.05 XXX ±.03 XXXX ±.01	TITLE: Final Assembly Accessible 2 Stall High Load
DATE	9/3/2024		
CHECKED BY	Aaron Scott		
DATE	9/11/2024		
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30537
DATE	9/10/2024		REV: A
APPROVED BY	Greg Millholand		Released
DATE	9/18/2024		SHEET 1 OF 14
NOT TO SCALE			

BOM			
ITEM	PART NUMBER	DESCRIPTION	QTY
48		Hygiene Electrical Loadcenter Panel	1
51	11433	AC Heater 7500 BTU AC 115 Window	1
56	10039	Final Assy.100 sqft Ridge Cap	1
61	11436	Light Exterior LED	2
67	10296	Hold Down Rod 100 SF	4

Loadcenter supplied by electrical contractor



Front View

DRAWN BY	dan bondar	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/64 ANGULAR ±1° XX ±.05 XXX ±.03 XXXX ±.01	TITLE: Final Assembly Accessible 2 Stall High Load
DATE	9/3/2024		
CHECKED BY	Aaron Scott		
DATE	9/11/2024		
MFG CHECKED BY	Trevor Russell	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.	PART NUMBER: 30537
DATE	9/10/2024		REV: A
APPROVED BY	Greg Millholand		Released
DATE	9/18/2024		SHEET 2 OF 14
NOT TO SCALE			

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Not For Profit Corporation
OFFENTSIVE CORP

Filing Information

Document Number	N23000007047
FEI/EIN Number	93-1960130
Date Filed	06/12/2023
Effective Date	06/10/2023
State	FL
Status	ACTIVE

Principal Address

2211 W Fairfield Dr
Pensacola, FL 32505

Changed: 01/19/2024

Mailing Address

2211 W Fairfield Dr
Pensacola, FL 32505

Changed: 01/19/2024

Registered Agent Name & Address

BISHOP, BRADFORD C
2211 W Fairfield Dr
Pensacola, FL 32505

Address Changed: 02/07/2025

Officer/Director Detail

Name & Address

Title Executive Director

BISHOP, BRADFORD C
2211 W Fairfield Dr
Pensacola, FL 32505

Title Director of Harm Reduction

Rivera, Jazmine
2211 W Fairfield Dr
Pensacola, FL 32505

Title Director of Treasury

BISHOP, SUSAN
2211 W Fairfield Dr
Pensacola, FL 32505

Title Director of Intake

Welborn, Ashley
2211 W Fairfield Dr
Pensacola, FL 32505

Title Director of Peer Advocacy & Suceess

Francis, Gabrielle
2211 W Fairfield Dr
Pensacola, FL 32505

Annual Reports

Report Year	Filed Date
2024	04/15/2024
2025	02/07/2025

Document Images

02/07/2025 -- ANNUAL REPORT	View image in PDF format
04/15/2024 -- ANNUAL REPORT	View image in PDF format
06/12/2023 -- Domestic Non-Profit	View image in PDF format

Proposal for Pallet Shelters at Camp O2
Submitted by: Offentsive Corp
Date: May 9th, 2025
Contact Person: Brad Bishop
Email: offentsive@gmail.com
Phone: 448-228-7037

Introduction

Offentsive Corp, a registered 501(c)(3) non-profit organization, is dedicated to reducing homelessness, human trafficking, and substance abuse in Escambia and Santa Rosa Counties. We are requesting thirteen (13) Pallet Shelters and one (1) Hygiene Unit to serve our Camp O2 site at 4100 N. Palafox Street, Pensacola, FL (zoned HC/LI).

Camp O2 will **initially** comprise:

- **13 Pallet Shelters**
- **12 Tent Sites**

With funding through future grants, we plan to replace the 12 tent sites with pallet shelters, ultimately achieving a total of 25 Pallet Shelters.

Organizational Background and Experience

- **Camp O:** Transitional camp for unsheltered women at high risk of sexual assault and human trafficking.
- **Transitional Housing:** Two men's homes, each serving six individuals in recovery.
- **Peer-Led Case Management:** Four Peer Specialists delivering trauma-informed support.
- **Street Outreach:** Peer-led interventions in high-risk encampments, including leadership in the Beggs Lane closure.

Project Description

Camp O2 provides a structured, safe environment for women moving from street homelessness toward stable housing. Our request includes:

1. **Phase I – Initial Build-Out**
    - 13 Pallet Shelters (2 ADA)
    - 12 Tent Sites (with full utility hookups)
2. **Phase II – Full Conversion**
    - Replacement of the 12 Tent Sites with Pallet Shelters

- Total capacity of 25 Pallet Shelters

3. **Hygiene Facility**
   - One ADA-compliant self-contained unit with restrooms and showers

Site Control & Community Engagement

- We hold a **five-year lease agreement** for the property and have obtained written permission from the property owner.
- We have met with **Mayor Reeves** and **all the surrounding neighbors** to present our plan, address questions, and ensure community support.

Site Readiness & Maintenance Plan

- **Infrastructure:** Electrical and water hookups already in place for the 12 tent sites, with a service loop designed to accommodate all 25 shelters.
- **Security & Privacy:** Peer-led community oversight, privacy fencing with gated vehicle access.
- **Amenities:** Wi-Fi, laundry hookups, communal cooking area.
- **Operations:** Onsite maintenance staff and peer-led support teams.

We are working with Opening Doors Northwest Florida on a Challenge Grant to fund:

1. Installation of an 8′ privacy fence around the property
2. Electrical work for all 25 shelters and the hygiene unit
3. Plumbing for sinks, laundry, sewage, and two outdoor faucets
4. All necessary city and county permitting fees

Future Expansion Plans – Impact 100 Grant Application

We have submitted an LOI to Impact 100 Pensacola to fund civil/site work expanding impervious surface by 1,500 sq ft, enabling compliance for structures over 1,500 sq ft. This will support our Phase II build-out of 13 additional shelters (replacement of tent sites).

Attended the City of Pensacola's One Stop Development Meeting (April 2, 2025)

- **Planning & Zoning:** Pallet shelters permitted; camping regulated under Sec 8-1-19.
- **Building Inspections:** Permits required; shelters must meet ADA and fire marshal standards.

- **Engineering:** Civil work required for structures exceeding 1,500 sq ft.
- **Fire Department:** NFPA 102 compliance and adequate fire access lanes.

Supportive Services & Case Management

- Identification & documentation assistance
- Connections to mental health and substance use treatment
- Employment readiness and life skills training
- Permanent housing placement support

Budget & Funding Sources

- Revenue from existing transitional homes
- Grants (e.g., Impact 100) and private donations
- In-kind partnerships with local service providers

Compliance & Sustainability

- 501(c)(3) status in good standing
- Over two years' experience in homeless services
- Full compliance with city, county, and state regulations
- Strong partnerships with Community Health of NWFL, Lakeview Center, and others

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By combining an initial complement of 13 pallet shelters with 12 tent sites—and planning to convert all tents with future grant funding—supported by a 5-year lease, community buy-in, hygiene facilities, and peer-led services, Camp O2 will empower unsheltered women with safety, dignity, and a clear path to stability. We look forward to partnering with the City of Pensacola on this vital initiative.

Submitted by: Offentsive Corp
Contact: Brad Bishop | offentsive@gmail.com | 448-228-7037

OFFENTSIVE
CAMP
02
Compost
Garden
Shae's Way
Ariel's Way
Kitchen
Laundry
O Road
Sidewalk (ADA)
Office
Showers

OFFENTSIVE
CAMP
02
Camping
Shae's Way
Ariel's Way
Common Area
O Road
Sidewalk (ADA)
Shower/Restroom

File #: 25-891 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

ACCEPTANCE OF GRANT AGREEMENT - BAY BLUFFS PARK REVITALIZATION PROJECT

RECOMMENDATION:

That City Council approve the acceptance and execution of the Florida Department of Environmental Protection Grant Agreement No. L2403 with the City of Pensacola and Conservation Florida, Inc. as co-grantees for the Bay Bluffs Park Revitalization Project in the amount of $2,200,000. Also, that City Council authorize the Mayor to execute and record, prior to the completion of the project, a Site Dedication of Bay Bluffs Park (Preserve) as an outdoor recreational site for the use and benefit of the general public, as a condition of the grant award. Finally, that the 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.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #6: Public Spaces that Connect Communities.

Pensacola's Bay Bluffs Park, a recreational amenity that opened in 1984, has been closed since March 2023 due to safety concerns centered around the conditions of the facility's boardwalk and trails.

Conservation Florida, Inc. and the City of Pensacola are listed as co-grantees in this Florida Department of Environmental Protection grant agreement that provides **$2,200,000.00** from the Florida Legislature through Specific Appropriation Line Item 1830A, General Revenue Fund, Fiscal Year (FY) 2024-2025, General Appropriations Act, for the purpose of project administration and construction and renovation of the boardwalk and trails within Pensacola's Bay Bluffs Park. Conservation Florida, Inc. will receive **$200,000** of the funds for grant administration costs, and the City of Pensacola will receive **$2,000,000** for planning, engineering, construction, and renovation. It is anticipated that completion of this project will

restore public access to the park.

This agreement with the Florida Department of Environmental Protection requires the dedication of the Bay Bluffs Preserve (Park) in perpetuity as an outdoor recreational site for the use and benefit of the general public and recordation as such in the county's public property records prior to completion of the project. A draft template of the dedication document has been attached for reference (See "Site Dedication Template - Bay Bluffs Park Revitalization Project" attachment.) The template is provided to seek council's authorization for the Mayor to execute and record the Site Dedication prior to the completion of the project, currently projected to end June 30, 2027.

PRIOR ACTION:

January 26, 2025: Council approved Resolution 2024-103 (attached), supporting award of the grant, in anticipation of the forthcoming grant agreement from Florida Department of Environmental Protection. That resolution authorizes the City of Pensacola to enter into a joint partnership agreement (JPA) with the co-grantee, Conservation Florida.

FUNDING:

Budget:	$2,200,000	FDEP Grant Award - Bay Bluffs Park Revitalization Project
Actual:	$2,000,000	Design, Engineering, and Construction (for City of Pensacola)

FINANCIAL IMPACT:

Grant funding will be appropriated through an accompanying supplemental budget resolution. There is no match requirement for this grant.

Funds will be provided through the Florida Department of Environmental Protection on a reimbursable basis upon task completion outlined in Attachment 3 of the grant agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/15/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Kerry Shanaghan, Interim Parks & Recreation Director
Tonya Byrd, Parks & Recreation Assistant Director
Joel Hollon, Grants Division Manager

ATTACHMENTS:

1. Grant Agreement No. L2403
2. Site Dedication Template
3. Resolution No. 2024-103 adopted 01.16.2025

PRESENTATION: No

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

Bay Bluffs Park Revitalization Project L2403

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Conservation Florida, Inc. (CF) and City of Pensacola (CP) Entity Type: Non Profit/Local Government

Grantee Address: CF: 37 N Orange Ave, Suite 323, Orlando, FL 32801
CP: 222 W Main St., Pensacola, FL 32502

FEID: CF: 59-3613021-003;
CP:59-6000406-005
(Grantee)

3. Agreement Begin Date: Date of Expiration:

Upon Execution June 30, 2027

4. Project Number: *(If different from Agreement Number)* Project Location(s): 3500 Scenic Highway, Pensacola, FL 32503

Project Description:

Project administration and renovation of the boardwalk and trails around the bluff.

5. Total Amount of Funding: $2,200,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	Line Item GAA 1830A, FY 2024-2025	$ 2,200,000.00
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 2,200,000.00

6. Department's Grant Manager

Name: Shauna Allen or successor
Address: 3800 Commonwealth Blvd
MS 100
Tallahassee, FL 32399
Phone: 850-245-2713
Email: Shauna.R.Allen@FloridaDEP.gov

Grantee's Grant Manager

Name: Traci Deen or successor
Address: 37 N Orange Avenue, Ste 323
Orlando, FL 32801
Phone: 352-376-4770 ext 700
Email: traci@conservationfla.org

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
■ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

■ Exhibit H: Non-Profit Organization Compensation Form (State)	
■ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Conservation Florida, Inc. **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

_____

Print Name and Title of Person Signing

City of Pensacola **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

_____

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

_____ _____

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. The Grantee, its subgrantees, subcontractors and agents must also comply with the following civil rights laws and regulations:

i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

vi. United States Executive Order (EO) 13166 (federal agencies required to ensure that recipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and activities by Limited English Proficiency (LEP) persons).

vii. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

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

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

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

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage

costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.
If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.
To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.
If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.
If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:
(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.
Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:
(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.
Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.
This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.
Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.
This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L2403

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Bay Bluffs Park Revitalization Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☒	☒	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☒	a. Fringe Benefits, N/A.
☒	☒	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☒	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

All references in this grant agreement to the Grantee shall refer to both Conservation Florida, Inc. and the City of Pensacola. Conservation Florida, Inc. and the City of Pensacola shall be joint and severally liable for the performance of this grant agreement.

ATTACHMENT 3
PROJECT WORK PLAN
LEGISLATIVE LINE ITEM PROJECT

Project Name: Bay Bluffs Park Revitalization Project
Grantee Name: Conservation Florida, Inc. and City of Pensacola
Project # L2403

SUMMARY: Conservation Florida, Inc. and the City of Pensacola (Grantee) received funding in the amount of **$2,200,000.00** from the Florida Legislature through Specific Appropriation Line Item 1830A, General Revenue Fund, Fiscal Year (FY) 2024-2025, General Appropriations Act, for the purpose of p**roject administration and construction and renovation of the boardwalk and trails around the bluff.** Authority for this Project is specified in Section 216.011, Florida Statutes (F.S.). Monitoring and auditing guidelines, as related to the Florida Single Audit Act are specified in the Florida Catalog of State Financial Assistance (CSFA). The specific CSFA number for this Project is 37.085.

The Project is located at **3500 Scenic Highway, Pensacola, FL 32503**

All work must be completed in accordance with, and including but not limited to: the Agreement, local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1. The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

Project Completion: The Project Completion Date for this Agreement is **April 30, 2027.**

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for funds. All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	**$2,200,000.00**
Required Grantee Match Amount:	**$0.0**
Total Estimated Project Cost:	**$2,200,000.00**
Match Ratio:	**100:0**

Scope of Work/Project Tasks	Budget	Deliverables	Due Date	Financial Consequences
PROJECT TASK 1 Development of Commencement Documentation Checklist (FRDAP Form DRP-107)[1].	No Cost Deliverable	**PROJECT DELIVERABLE 1** The Department will issue "Notice to Commence" upon receipt and approval of: **1.A.** All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (FRDAP FORM DRP-107)	180 Calendar Days after Execution of Agreement[2]	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

		The Grantee may not proceed with development of the Project until Notice to Commence has been issued.		
Project Task 2 **Grant Administration, Planning and engineering for the renovation of trails and boardwalk around the bluffs.**	**$386,000**	**PROJECT DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **2.A.** Development of required Project Elements. **2.B.** All applicable Project specific Completion documentation listed on Completion Documentation Checklist (FRDAP Form DRP-111) [1]. The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the budget for this task, and shall be invoiced upon task completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.
Project Task 3 **Grant Administration, construction and renovation of the boardwalk and trails around the bluffs.**	**$1,814,000**	**PROJECT DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **3.A.** Development of required Project Elements. **3.B.** All applicable Project specific Completion documentation listed on Completion Documentation Checklist (FRDAP Form DRP-111) [1]. **3.C.** Final Legislative Line Item Status Report. The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant	Due 60 calendar days prior to the expiration of this Agreement which shall also be the Project Completion Date	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

		Award will be retained until the Project is designated complete by the Department.		

Project Task Performance Standard: The Department's Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the Agreement and approved plans. Upon review and written acceptance by the Department's Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit **a payment request upon completion of Tasks 2 and 3** on Payment Request Summary Form (FRDAP Form DRP-115) [1], along with all required documentation as outlined in the Financial Reporting Procedures (FRDAP Form DRP-110) [1], as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. Documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	General Appropriations Act Line Item #1830A- Fixed Capital Outlay – Local Parks from General Revenue	2024-2025	37.085	Grants in Aid to Local Governments and Nonstate Entities	$2,200,000.00	140694
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,200,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS

LOCAL PARKS – LEGISLATIVE LINE ITEM PROJECT

ATTACHMENT 6

1. Project Submittal Forms.
Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance, or by contacting the Department's Grant Manager.

2. Notice to Commence.
Prior to commencement of the Project, the Grantee shall submit to the Department for approval:

i. A professional site plan;
ii. Commencement certification;
iii. A boundary survey of the project site which includes a legal description and sketch of the site's boundaries, displays known easements and encroachments, if any, by legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S.;
iv. The results of a title search and the opinion prepared by a member of the Florida Bar or licensed title insurer of the project area covering the thirty (30) year period prior to approval by the Department, which attest to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property or a copy of title insurance;
v. If the land will be used as match, either a copy of the taxed assessed value or a complete appraisal prepared in accordance with the Uniform Standards of Professional Appraisal Practices supporting fair market value of the land utilized as project matching funds. The Appraisal must be no earlier than one year prior to the date of application of legislative funding and must be prepared by an appraiser included on the list of approved appraisers maintained by the Department's Division of State Lands; and
vi. Budget Cost Analysis Form.

The Grantee may use the FRDAP Commencement Documentation Checklist, DRP-107to help meet these requirements and may use the Commencement Certification, DRP-108 to satisfy requirement 2.ii. In addition to the Items i. through vi. above, the Grantee shall submit a copy of any executed subcontracts to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** The Grantee shall commence Task Performance **within 180 days** after the "Notice to Commence" is issued by the Department unless extended by the Department for good cause. Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence."

3. Project Completion.
All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated.

4. Project Completion Certification.
To certify completion, the Grantee will submit to the Department a Project Completion Certification. The Grantee may use the FRDAP Project Completion Certification, DRP-112, available online and incorporated herein by reference to satisfy this requirement. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

5. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:

k. Project Costs. The Department will reimburse Project costs as provided herein. Project Costsshall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.

l. Cost Limits. Project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.

6. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

a. The Grantee must utilize the Legislative Line Item Status Report, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than April 20, July 20, October 20 and January 20. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (https://floridadep.gov/parks/florida-outdoor-recreation-inventory).

7. Site Dedication.

a. Land owned by the grantee and developed or acquired with legislative line item funding must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

8. Management of Project Sites.

a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.

b. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.

c. Entrance Fees. Reasonable differences in entrance fees for similar projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.

d. Native Plantings. In developing a project with legislative line item funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.

e. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s). This Agreement is not transferable.

9. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

10. Signage.
The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Legislature. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

11. Termination and Ineligibility.
In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement., the Department will terminate this Agreement and demand return of the legislative line item funding (including interest). Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

12. Conversion.
This Project Site acquired and/or developed with legislative assistance must be retained and used for public outdoor recreation. Should the Grantee convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.

Florida Department of Environmental Protection

Legislative Line Item Project
Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

☐ January through March:	Due April 20th
☐ April through June:	Due July 20th
☐ July through September:	Due October 20th
☐ October through December:	Due January 20th
☐ Final Status Report:	Date from Project Completion Certification_____

LIAISON: _____ _____

Signature Date

Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

_____ _____
Grantee Project Name and Number

Billing Period:_____ Billing #:_____

DEP Division:_____ DEP Program:_____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____% of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	$0.00	$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

_____ _____
Project Administrator **Date**

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

_____ _____
Project Financial Officer **Date**

NOTICE OF SITE DEDICATION AND LIMITATION OF USE

The City of Pensacola ("Grantee"), whose mailing address is 222 W. Main Street, Pensacola, Florida 32502, has acquired or developed the real property described in Attachment A, attached hereto and incorporated herein by reference (the "Project Site"), with financial assistance provided by the Florida Recreation Development Assistant Program, in accordance with Chapter 62D-5, F.A.C. Pursuant to Rule 62D05.059(1), F.A.C., the grantee hereby dedicates the Project Site in perpetuity as an outdoor recreation area for the use and benefit of the general public.

The Grantee covenants that the Project Site and any facilities thereon, as set forth in the grant agreement attached hereto and incorporated herein as Attachment B and depicted on the boundary map attached hereto and incorporated as Attachment C, will be open to the public at reasonable times, will be operated in a safe and attractive manner, and the grantee will abide by the requirements of Chapter 62D-5.053-.059, F.A.C., relating to Florida Recreation Development Assistance Program funding for the Project Site. Pursuant to Rule 62D-05.059(3), F.A.C., if the grantee converts any part of the Project Site or facilities thereon acquired or developed with grant assistance to other than a use approved by the State of Florida Department of Environmental Protection, the grantee shall replace the area, facilities, resource, or site at its own expense with a project adjacent to or near the original Project Site that is of comparable or greater scope and quality and acceptable to the State of Florida Department of Environmental Protection.

DEDICATOR/Grantee - City of Pensacola

_____

D.C. Reeves, Mayor

Attest:_____

Ericka Burnett, City Clerk

_____

Kerry Shanaghan, Interim Parks & Recreation Director

_____

Grace Parola, Assistant City Attorney

WITNESSES

_____

Witness Signature

Printed Name:_____

Address:_____

_____

Witness Signature

Printed Name:_____

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 _____, 2025, by_____, as ___ _____for and on behalf of_____.

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

_____
Signature of Notary Public – State of Florida

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

ATTACHMENT A
LEGAL DESCRIPTION

(A legal description of Bay Bluff's Park will be included as attachment A prior to recordation)

ATTACHMENT B
GRANT AGREEMENT

(Executed grant agreement will be included as attachment B prior to recordation)

ATTACHMENT C
BOUNDARY MAP

(Boundary map of Bay Bluff's Park will be included as attachment C prior to recordation)

RESOLUTION
NO: 2024-103

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; SUPPORTING AWARD OF FLORIDA STATE FUNDING THROUGH PARTNERSHIP WITH CONSERVATION FLORIDA FOR THE BAY BLUFFS PARK REVITALIZATION PROJECT.

WHEREAS The City of Pensacola desires to provide citizens with recreational and health resources through its vast array of recreational parks and trails across its city limits and;

WHEREAS, the long cherished 22.5 acre Bay Bluffs Park, known for its unique red bluffs which overlook the Pensacola Bay, has been closed since March of 2023 due to extreme weather and erosion which has rendered the area unsafe and;

WHEREAS, estimated repairs have exceeded $1 million, requiring the City of Pensacola to seek out grant funding opportunities and partnerships to meet the needs of successfully repairing and mitigating Bay Bluffs Park for the good of the community and;

WHEREAS, In June of 2024, Gov. DeSantis awarded Conservation Florida and the City of Pensacola $2.2 million for a project to be known as the "Bay Bluffs Park Revitalization Project," with funds to conduct such activities as to include demolishing and rebuilding condemned boardwalks, rehabilitating and improving park amenities, and incorporating community input to ensure Bay Bluffs Park meets the needs and expectations of residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

Section 1. The City Council supports Conservation Florida accepting these grant award funds as the "grantee" on behalf of the City of Pensacola.

Section 2. The City Council hereby authorizes the City of Pensacola to enter into a joint partnership agreement with Conservation Florida to conduct activities related to this grant award for the betterment of the City of Pensacola.

Section 3. The City Council hereby authorizes the Mayor to take all actions necessary to execute all documents relating to the grant award.

Section 4. This Resolution shall become effective the fifth business day after the adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: January 16, 2025

Approved: _____
President of City Council

ATTEST:

_____
City Clerk

File #: 25-951 City Council 9/11/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-47 - BAY BLUFFS PARK REVITALIZATION GRANT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-47:

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 #6: Public Spaces that Connect Communities.

Pensacola's Bay Bluffs Park, a recreational amenity that opened in 1984, has been closed since March 2023 due to safety concerns centered around the conditions of the facility's boardwalk and trails.

Conservation Florida, Inc. and the City of Pensacola are listed as co-grantees in this Florida Department of Environmental Protection (FDEP) grant agreement that provides **$2,200,000.00** from the Florida Legislature through Specific Appropriation Line Item 1830A, General Revenue Fund, Fiscal Year (FY) 2024-2025, General Appropriations Act, for the purpose of project administration and construction and renovation of the boardwalk and trails within Pensacola's Bay Bluffs Park. Conservation Florida, Inc. will receive from FDEP **$200,000** of the funds for grant administration costs, and the City of Pensacola will receive from FDEP **$2,000,000** for planning, engineering, construction, and renovation. It is anticipated that completion of this project will restore public access to the park.

This agreement with the Florida Department of Environmental Protection requires the dedication of the Bay Bluffs Preserve (Park) in perpetuity as an outdoor recreational site for the

use and benefit of the general public and recordation as such in the county's public property records prior to completion of the project.

PRIOR ACTION:

N/A

FUNDING:

Budget: $2,000,000 FDEP Grant Award - Bay Bluffs Park Revitalization Project

Actual: $2,000,000 Design, Engineering, and Construction (for City of Pensacola)

FINANCIAL IMPACT:

Grant funding will be appropriated through an accompanying supplemental budget resolution. There is no match requirement for this grant.

Funds will be provided through the Florida Department of Environmental Protection on a reimbursable basis upon task completion outlined in Attachment 3 of the grant agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

8/15/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Kerry Shanaghan, Interim Parks & Recreation Director
Tonya Byrd, Parks & Recreation Assistant Director
Joel Hollon, Grants Division Manager

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-47
2. Supplemental Budget Explanation No. 2025-47

PRESENTATION: No

RESOLUTION
NO. 2025-47

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	State Grants	12,950,498
Amended To Read:	State Grants	14,950,498
As Reads	Capital Outlay	57,016,729
Amended To Read:	Capital Outlay	59,016,729

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

SEPTEMBER 2025 - SUPPLEMENTAL BUDGET RESOLUTION -BAY BLUFFS PARK REVITALIZATION GRANT - RES NO. 2025-47

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
State Grants	2,000,000	Increase estimated revenue for State Grants
Total Revenues	2,000,000	
Appropriations		
Capital Outlay	2,000,000	Increase appropriation for Capital Outlay
Total Appropriations	2,000,000	

File #: 25-963 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF THE PENSACOLA POLICE DEPARTMENT AS A SUB-RECIPIENT OF THE FY2025 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DRUG ENFORCEMENT ADMINISTRATION (DEA) FEDERAL GRANT AWARD NO. HID0725G0534-00 IN THE AMOUNT OF $21,681.00.

RECOMMENDATION:

That City Council approve the acceptance of the Pensacola Police Department as a sub-recipient in the amount of $21,681.00 from the FY2025 High Intensity Drug Trafficking Area (HIDTA) grant No. HID0725G0534-00 with the Santa Rosa County Sheriff's Office (SRCSO) being the fiscal agent on behalf of the Gulf Coast High Intensity Drug Trafficking Area for the Drug Enforcement Administration. 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 does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

The Pensacola Police Department is a sub-recipient under the State of Florida High Intensity Drug Trafficking Area (HIDTA) Program-95.001. Under this agreement, the Pensacola Police Department will be incurring reimbursable expenses under the program to include vehicle allowance and personnel services in the amount of $21,681.00.

The Santa Rosa County Sheriff's Office (SRCSO) is the fiscal agent on behalf of the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and, as such, will be reimbursing the City for expenditures incurred under this agreement. The purpose of this program is to reduce drug trafficking and drug production by facilitating cooperation among federal, state, local, and tribal law enforcement agencies sharing information and implementing coordinated enforcement activities, enhancing law enforcement intelligence sharing, providing reliable law enforcement

intelligence to law enforcement agencies needed to design effective enforcement strategies and operations, and supporting coordinated law enforcement strategies that maximize the use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.

PRIOR ACTION:

September 9, 2024 - City Council approved acceptance of the FY 2024 High Intensity Drug Trafficking Area grant and adopted Supplemental Budget Resolution No. 2024-64 appropriating the grant funds.

FUNDING:

Budget:	$21,681.00	
Actual:	$15,381.00	Investigative Law Enforcement Officer (Personnel Services)
	6,300.00	Vehicle allowance
	$21,681.00	TOTAL

FINANCIAL IMPACT:

The grant award of $21,681.00 is under the sub-recipient agreement for the FY2025 High Intensity Drug Trafficking Area (HIDTA). The composition of the award is $15,381.00 for personnel services and $6,300.00 for vehicle allowance to be reimbursed by the Santa Rosa County Sheriff's Office (SRCSO) as fiscal agent upon approval of the HIDTA Director of Operations of Alabama and Northwest Florida. Adoption of the supplemental budget resolution will appropriate the HIDTA grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

7/9/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Kristin Brown, Acting Chief of Police

ATTACHMENTS:

1. Santa Rosa County Sheriff's Office (SRCSO) FY2025 HIDTA Sub-Award
2. Supplemental Budget Resolution No. 2025-49
3. Supplemental Budget Explanation No. 2025-49

PRESENTATION: No

Santa Rosa County Sheriff's Office
Sheriff Bob Johnson

Administrative Division
Grants Management Unit

5755 East Milton Road ● Milton, Florida 32583

July 8, 2025

Eric Randall, Police Chief
Pensacola Police Department
P. O. Box 1750
Pensacola, Florida 32591-1750

Dear Chief Randall:

Santa Rosa County Sheriff's Office continues to participate in the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) Program in obtaining a grant each year. Agencies participating as sub-recipients and providing task force officers include the following: Escambia County Sheriff's Office, Florida Department of Law Enforcement (Pensacola Office), Florida Highway Patrol, Gulf Breeze Police Department, Okaloosa County Sheriff's Office, and the Pensacola Police Department. As the lead agency assuming the responsibility of administrative and financial requirements as outlined in the grant conditions, it is the responsibility of Santa Rosa County Sheriff's Office to prepare the Memorandum of Agreement (MOA) with each agency.

Enclosed please find the 2025 HIDTA sub-recipient MOA for the Pensacola Police Department and requisite certification (Certification Regarding Lobbying). Please return the completed certification with your signed agreement, which will signify intent for participation of your agency for the current fiscal year. Should your agency choose to decline participation, please provide signed and dated notice on your agency's letterhead.

See attached 2025 Budget Detail provided by Donald DeSalvo, Gulf Coast HIDTA State Director. Any monies not spent by your sub-recipient agency will roll-over to the following grant year. I have included a copy of the award letter for performance period 01/01/2025 through 12/31/2026 for your review. Please keep a copy of each, along with your agency's signed MOA and Certifications for your records.

Please have the appropriate official sign the 2025 MOA and certifications and return them to me at the email address below. Please do not hesitate to call if there are any questions. Thank you.

Respectfully sent,

Shaina Dinwiddie, Grants Manager
Santa Rosa County Sheriff's Office
(850) 981-2291
sdinwiddie@srso.net

FEDERAL GRANT # HID0725G0534-00

MEMORANDUM OF AGREEMENT

BETWEEN THE

SANTA ROSA COUNTY SHERIFF'S OFFICE

AND THE

PENSACOLA POLICE DEPARTMENT

This Agreement between the **Santa Rosa County Sheriff's Office** (SRCSO) and the Sub-Recipient **Pensacola Police Department** shall be effective, as of **January 1, 2025**, and shall not extend beyond the ending date of the above-referenced federal grant including any grant extensions but not to exceed two (2) years from the beginning date of this agreement.

WHEREAS, the above named agency is a sub-recipient under the State of Florida High Intensity Drug Trafficking Area (HIDTA) Program-95.001 and is incurring reimbursable expenses under the program.

WHEREAS, SRCSO has been designated as the fiscal agent for the State of Florida High Intensity Drug Trafficking Area (HIDTA) Program-95-.001 and all requests for payments and budget reprogramming shall pass through SRCSO.

NOW THEREFORE, SRCSO and Gulf Coast HIDTA hereby agree to the disbursement of HIDTA funds in an amount not to exceed **$21,681.00** to the sub-recipient under the following terms and conditions:

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603.

2. Sub-recipient affirms that they are not currently debarred or suspended from receiving federal grant funds pursuant to 2 CFR 200.213. Sub-recipient further acknowledges that they have an affirmative duty to notify ALEA of being suspended or debarred from receiving federal grant money. See 2 CFR 180.

For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225 and 230.

3. The sub-recipient agrees to abide by and be bound by the attached budget spending plan (Appendix A) including future reprogramming requests or revisions as approved by SRCSO and

Gulf Coast HIDTA. All reprogramming requests shall be submitted by email to the High Intensity Drug Trafficking Area HIDTA Financial Manager and Director. The request will be sent to SRCSO for approval.

4. Request for payment shall be submitted to the SRCSO financial office through the HIDTA Financial Manager at the following address by the 15th of the month following the end of the claim period:

   ATTN: Donald DeSalvo, State Director
   Gulf Coast HIDTA
   Alabama & NW Florida
   Alabama Operations Center
   2350 Fairlane Drive, Suite 200
   Montgomery, AL 36116
   Email: DeSalvoD@gchidta.org

5. The sub-recipient agrees to sign all applicable items attached to this document to include a W-9 Certification, EEOP Certification, Certification Regarding Lobbying, Certification Regarding Debarment, Certification Regarding Drug Free Work Place and Grant Conditions.

6. SRCSO agrees to disburse funds to the sub-recipient after the request has been approved by the HIDTA Management staff and the SRCSO Chief Financial Officer.

7. The sub-recipient agrees to reimburse SRCSO for any amount paid by SRCSO which is later disallowed after audit or financial review.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by the signatures below.

Robert W. Johnson Sheriff, Santa Rosa County Sheriff's Office	Kristin Brown Acting Chief of Police, Pensacola Police Department
Date	Date

CITY OF PENSACOLA, FLORIDA

For the City of Pensacola, Florida:

_____

D.C. Reeves, Mayor
City of Pensacola, Florida
Date: _____

Legal in form and execution:

_____

Janette M. Richardson, Assistant City Attorney
City of Pensacola, Florida

Attest:

_____

Ericka L. Burnett, City Clerk
City of Pensacola, Florida
Date: _____

Budget Detail

2025 - Gulf Coast

Initiative - NW Florida Drug Task Force — Investigation
Award Recipient - COUNTY OF SANTA ROSA (HID24000053)
Resource Recipient - Pensacola Police Department

Awarded Budget (as approved by ONDCP)		***$150,122.00***
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$15,381.00
Total Overtime		**$15,381.00**
Services	**Quantity**	**Amount**
Vehicle allowance	1	$6,300.00
Total Services		**$6,300.00**
Total Budget		**$21,681.00**

CERTIFICATION REGARDING LOBBYING

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 any 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 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 of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, United States 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.

Organization: _____

Street address: _____

City, State, Zip: _____

_____

CERTIFIED BY: (type or print)

_____

TITLE:

_____ _____

(signature) (date)

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. Name and Address of Reporting Entity: ____Prime _____Subawardee Tier_____, if Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:**_____ **Title:**_____ **Telephone No.:** _____**Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget,
Paperwork Reduction Project (0348-0046), Washington, DC 20503

RESOLUTION
NO. 2025-49

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	61,085,790
Amended To Read:	Federal Grants	61,107,471
As Reads	Personnel Services	1,355,440
Amended To Read:	Personnel Services	1,377,121

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

AUGUST 2025 - SUPPLEMENTAL BUDGET RESOLUTION -FY 2025 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DEA GRANT - RES NO. 2025-49

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	21,681	Increase appropriation for Federal Grants - HITDA - DEA GRANT
Total Revenues	21,681	
Appropriations		
Personnel Services	21,681	Increase appropriation for Personnel Services
Total Appropriations	21,681	

File #: 25-962 City Council 9/11/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-49 - APPROPRIATING FUNDING IN CONNECTION WITH THE SUB-RECIPIENT AMOUNT OF $21,681.00 FROM THE FY2025 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DRUG ENFORCEMENT ADMINISTRATION (DEA) FEDERAL GRANT AWARD NO. HID0725G0534-00

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-49.

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.

The Pensacola Police Department is a sub-recipient under the State of Florida High Intensity Drug Trafficking Area (HIDTA) Program-95.001. Under this agreement, the Pensacola Police Department will be incurring reimbursable expenses under the program to include vehicle allowance and personnel services in the amount of $21,681.00.

The Santa Rosa County Sheriff's Office (SRCSO) is the fiscal agent on behalf of the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and, as such, will be reimbursing the City for expenditures incurred under this agreement. The purpose of this program is to reduce drug trafficking and drug production by facilitating cooperation among federal, state, local, and tribal law enforcement agencies; sharing information and implementing coordinated enforcement activities, enhancing law enforcement intelligence sharing, providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations, and supporting coordinated law enforcement strategies that maximize the use of available resources to reduce the supply of illegal drugs in designated areas and in the

United States as a whole.

PRIOR ACTION:

September 9, 2024 - City Council approved acceptance of the sub-recipient FY 2024 High Intensity Drug Trafficking Area grant and adopted Supplemental Budget Resolution No. 2024-64 appropriating the grant funds.

FUNDING:

Budget:	$21,681.00	
Actual:	$15,381.00	Investigative Law Enforcement Officer (personnel services)
	6,300.00	Vehicle allowance
	$21,681.00	TOTAL

FINANCIAL IMPACT:

Adoption of Supplemental Budget Resolution No. 2025-49 will appropriate the HIDTA sub-recipient grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

7/9/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Kristin Brown, Acting Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-49
2. Supplemental Budget Explanation No. 2025-49

PRESENTATION: No

RESOLUTION
NO. 2025-49

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	61,085,790
Amended To Read:	Federal Grants	61,107,471
As Reads	Personnel Services	1,355,440
Amended To Read:	Personnel Services	1,377,121

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

AUGUST 2025 - SUPPLEMENTAL BUDGET RESOLUTION -FY 2025 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DEA GRANT - RES NO. 2025-49

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	21,681	Increase appropriation for Federal Grants - HITDA - DEA GRANT
Total Revenues	21,681	
Appropriations		
Personnel Services	21,681	Increase appropriation for Personnel Services
Total Appropriations	21,681	

File #: 25-1035 City Council 9/11/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 15-25 - AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA - CHAPTER 3-3 PURCHASING

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 15-25 on first reading:

AN ORDINANCE AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING PURCHASING, CHAPTER 3-3. IN GENERAL, ARTICLE I, SECTION 3-3-1, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES; CREATING SECTION 3-3-13, USE OF FEDERAL FUNDS IN PROCUREMENTS; PROVIDING FOR SEVERABILITY, 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.

Currently, formal Procurements and Council approvals are required for any public works or improvement project. Anything not considered an improvement project is considered a service or commodity. The current purchasing ordinance gives the Mayor the ability to contract for services or commodities without further action from the Council if it has been adopted in the budget. The revised ordinance will refine this by creating a specific definition for a "service" as follows:

Services means those services within the scope of the practice of architecture; professional engineering; landscape architecture; registered surveying and mapping; legal work including but not limited to attorney, paralegal, expert witness, appraisal or mediator services; professional consulting including technical consulting; services provided by academic organizations; individual lectures; health and medical services; employee assistance and

training services; marketing and marketing research consulting and advisory consulting. Services shall also include those information technology-related services that include but are not limited to network security, server maintenance and enhancement, software maintenance and upgrades, communication, data and internet services, computer software licenses, payment processing services and computer system subscription services
Projects or contracts that have been budgeted and fall within this definition or the definition of a commodity may be contracted by the Mayor without further action by the Council in keeping with all federal and state laws. Projects falling outside the definition of a service or commodity will be considered a public works or improvement project. The Ordinance will be further revised to increase the Mayor's authority to contract for public works and improvement projects from $25,000 to $50,000 and from $100,000 to $125,000 if contracting with a tier-one city certified small business enterprise (SBE).

Other changes include:
Including "artistic works" in the definition of a commodity
Clarifying that budgets are adopted at the fund level, subject to approved policies
Clarifying that bids should be awarded to the lowest AND most responsive and responsible bidder.
Expanding the allowance for the purchase of pre-bid contracts to industry norms which is to include purchasing from federal and state contracts as well as cooperative contracts.
Including the Mayor in those prohibited from talking with vendors responding to a solicitation during the black-out period.
Provides an express requirement to follow all applicable federal and state laws.

PRIOR ACTION:

August 13, 1981 - Ordinance No. 33-81 - That contracts for services of any nature are not required to go through the bidding process at the discretion of the City Council. The City Manager is hereby authorized to enter into any contract for services that does not amount to an expenditure exceeding $2,500 in any twelve-month period, provided that the funding thereof has been approved by the City Council in the annual budget.

November 19, 1987 - Ordinance No. 48-87 - Providing for the purchase of commodities from vendors under state purchasing contracts or from vendors at the federal contract prices or from purchasing specialized items from sole source vendors without competitive bids.

October 18, 1990 - Ordinance No. 53-90 - Providing for the awarding of contracts for the purchase of commodities and services by invitation to bid, request for proposals, or other method deemed appropriate by the City Council and other matters related thereto.

August 8, 1996 - Ordinance No. 34-96 - Modifying the limits of the city manager’s purchasing authority to $10,000.

September 11, 1997 - Ordinance No. 31-97 - Modifying the limits of the city manager’s purchasing authority to be able to purchase commodities and/or services under the provisions of state purchasing contracts from vendors at federal contract prices and from any vendor so long as purchases are at or below listed state/federal contract prices or other municipal

governments or agencies providing the vendor extends the same terms and conditions of the contract to the City or from purchasing specialized items from sole source vendors without competitive bids.

January - 12, 2006 - Ordinance No. 02-06 - City Manager has the authority to award all contracts for the purchase of commodities and services with a value not in excess of $25,000 without competitive bids.

April 9, 2009 - Ordinance No. 09-09 - The city manager has the authority to award all contracts for the purchase of commodities and services with a value not in excess of $25,000 or $50,000 if contracting with a city certified small business enterprise (SBE) without competitive bids.

May 13, 2010 - Ordinance No. 12-10 - Provides a period of time prohibiting contact with Council members by bidders during a the time a project is advertised up until the time that the project has been awarded by City Council.

April 8, 2010 - Ordinance No. 09-10 - Modifying the limits of the City Manager's purchasing authority to increase the spending authority from $50,000 to $100,000 to allow the City to direct more opportunities for doing business with the City to businesses that are certified SBEs. If not a SBE, then spending authority is still limited to $25,000.

September 9, 2010 - Ordinance No. 16-10 - Amending the Code of the City of Pensacola to conform the Code to the provisions of the 2010 City Charter - Replaced all references to City Manager with references to Mayor, etc.

April 24, 2014 - Ordinance No. 18-14 - Amending the definition of "specifically adopted" with regards to the annual budget – Contracts for public work and purchases of other commodities and services; lowest and best responsible bidder; rejections of bids; approval of Council and Mayor; emergency purchases

May 8, 2014 - Ordinance No.19-14 - Requiring Council approval of contracts exceeding a term of three years.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/22/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Dedria Lunderman, Purchasing Manager

ATTACHMENTS:

1. Proposed Ordinance No. 15-25
2. Business Impact Estimate Proposed Ordinance No. 15-25

PRESENTATION: No

PROPOSED
ORDINANCE NO.

ORDINANCE NO. 15-25

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING PURCHASING, CHAPTER 3-3. IN GENERAL, ARTICLE I, SECTION 3-3-1, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF CITY COUNCIL AND MAYOR; EMERGENCY PURCHASES; ADDING SECTION 3-3-13,USE OF FEDERAL FUNDS IN PROCUREMENT

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 3-3-1 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 3-3-1. Contracts for public work and purchases of other commodities and services; lowest and best responsible bidder; rejection of bids; approval of city council and mayor; emergency purchases.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Commodity means any of the various supplies, materials, equipment, goods, artistic works, merchandise and all other personal property purchased, leased or otherwise contracted for by the city.

Invitation to bid means a written solicitation for sealed competitive bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity, group of commodities or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The invitation to bid is normally used when the city is capable of specifically defining the scope of work for which a contractual service is required or when the city is capable of establishing precise specifications defining the actual commodity or group of commodities required.

Request for proposals means a written solicitation for sealed proposals with the title, date, and hour of the public opening designated. The request for proposals is normally used when it would be difficult for the city to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the city is requesting that a qualified vendor propose a commodity, group of commodities or contractual service to meet the needs of the city. A request for proposals should include, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposed instructions, and evaluation criteria. Requests for proposals should state the relative importance of price and any other evaluation criteria.

Public Works and Improvements refers to infrastructure projects undertaken to serve the community. These projects typically include the construction, maintenance, repair, demolition, upgrade or enhancement of any real property or tangible asset under the responsible care or oversight of the city. This includes the upgrading, expansion or rehabilitation of the same

Services means useful labor within the scope of the practice of architecture; professional engineering; landscape architecture; registered surveying and mapping; law, including but not limited to, attorney, paralegal, expert witness, appraisal or mediator services; professional consulting, including technical consulting; academia and education; public speaking and lecturing; health and medical care; brokerage and third party administration; employee assistance and training; marketing and marketing research consulting; and advisory consulting. Services shall also include information technology related labors that include, but are not limited to, network security; server maintenance and enhancement; software maintenance and upgrades; communication, data and internet;, computer software licenses; payment processing services; and computer system subscription services.

(b) Purchases of commodities and services. The purchase of commodities and services ~~that have been specifically adopted in the annual budget within a program of a department, division, office or similar or appropriated by council~~ may be contracted for ~~or purchased~~ by the mayor without further action of city council, so long as funds sufficient for such commodities and services have been specifically adopted in the annual budget or otherwise appropriated by city council. ~~Subject to the authority granted in subsections (c) and (d) of this section, regarding tier one city certified small business enterprises, the purchase of or contracting for commodities or services in an amount of $25,000.00, that has not been specifically adopted in the annual budget or appropriated by council, must be approved by council prior to purchase or contract.~~ All annual budgets are adopted at the fund level and are subject to all approved financial policies and any state laws. All contracts for commodities or services that exceed a term of three years shall be approved by the city council.

(c) Public works and improvements. Unless otherwise provided for in state statute, ~~A~~ any public work or improvement may be executed either by contract, or by direct labor, as may be determined by the ~~council~~ mayor; if the cost does not exceed ~~$25,000.00~~ $50,000.00, or does not exceed ~~$100,000.00~~ $125,000.00 if contracting with a tier one city certified small business enterprise (SBE), the mayor may make the determination and has the authority to award and sign the related contract(s). ~~Before authorizing the direct execution of any work or improvement costing more than $25,000.00, or $100,000.00 if contracting with a tier one city certified small business enterprise (SBE), detailed plans and estimates shall be submitted to the council by the mayor unless the council does not require the same~~. Contracts for public works or improvements in excess of ~~$25,000.00~~, $50,000.00, or ~~$100,000.00~~ $125,000.00 if contracting with a tier one city certified small business enterprise (SBE), shall be signed by the mayor after approval thereof by the city council. The mayor or his designee shall have the ability to choose the most efficient and effective method of publicly soliciting bids or proposals. ~~When the invitation to bid procedure is utilized,~~ Ccontracts for all such works or improvements at an estimated cost in excess of ~~$25,000.00~~ $50,000.00, or ~~$100,000.00~~ $125,000.00 if contracting with a tier one city certified small business enterprise (SBE), ~~or more~~ shall be awarded to the lowest and ~~best~~ most responsive and responsible bidder after such public advertisement and open, transparent and fair competition ~~as may be prescribed by ordinance~~, and there shall be a separate accounting for each work or improvement so executed. The mayor shall have the authority to reject all bids or proposals and advertise again. Contract advertisements shall contain a reservation of the foregoing right. The most responsive and responsible bidder shall mean an entity or individual that has submitted a response that conforms in all material respects to the issued solicitation and scope of work and in the City's sole discretion has the capability in all respects to fully perform the contract requirements with integrity and reliability.

~~(d) The mayor has the authority to award all contracts for the purchase of commodities and services with a value not in excess of $25,000.00, or $100,000.00 if contracting with a tier one city certified small business enterprise (SBE) without competitive bids. Whenever the purchase of commodities or services with an estimated cost in excess of $25,000.00, or $100,000.00 if contracting with a tier one city certified small business enterprise (SBE) is contemplated by the city, the council shall reserve the option to utilize the invitation to bid procedure, request for proposals, informal quotes or to authorize the mayor to negotiate, depending upon which alternative is deemed by the council to be in the best interest of the city.~~

(~~e~~d) The mayor shall have the authority to make emergency purchases for commodities and/or services without competitive bids under circumstances where the delay incident to giving opportunity for competitive bidding would

be detrimental to the interest of the city; all such purchases shall be reported to the city council at its next regularly scheduled meeting.

(~~f~~e) Nothing contained herein shall be construed to prevent the city from purchasing commodities and/or services under the provisions of federal or state purchasing contracts pursuant to F.S. § 287.042(2) or authorized purchasing cooperatives such as the Florida Sheriff's Association Cooperative Agreements, as the same may be amended from time to time, from vendors at federal contract prices, and from any vendor so long as purchases are at or below listed state/federal contract price; from contracts of other municipal governments or other governmental agencies or political subdivisions providing the vendor extends the same terms and conditions of the contract to the city; or from purchasing specialized items from sole source vendors without competitive bids.

(~~g~~) ~~The mayor is hereby authorized to enter into any contract for services or make purchases of commodities that do not exceed $25,000.00, or $100,000.00 if contracting with a tier one city certified small business enterprise (SBE), in any 12-month period. The 12-month period limitation applies to the purchase of commodities or services from a single vendor for the same project.~~

(~~h~~f) All purchases are subject to availability of funds in the city's budget.

SECTION 2. Section 3-3-13 of the Code of the City of Pensacola, Florida is created to read as follows:

Sec. 3-3-13. Use of federal funds in procurements. When procuring real property, goods or services under a federal award, the City shall comply with all aspects of applicable federal and state law, including but not limited to, all aspects of 2 CFR 200.318 through 2 CFR 200.327.

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 upon expiration of the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 15-25: AN ORDINANCE AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING PURCHASING, CHAPTER 3-3. IN GENERAL, ARTICLE I, SECTION 3-3-1, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF CITY COUNCIL AND MAYOR; EMERGENCY PURCHASES; ADDING SECTION 3-3-13,USE OF FEDERAL FUNDS IN PROCUREMENT; 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):
The proposed Ordinance serves the public good by helping to streamline the public procurement process at the City. This proposed Ordinance provides specific definitions for terms used in the existing law. It also increases the Mayor's authority to procure public works projects from $25,000 to $50,000.

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:
No.

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:
There is a total of 9,744 vendors who have done business with the City since September of 2022.

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.):

File #: 25-1079 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL TO USE FUNDS FROM THE TREE PLANTING TRUST FUND FOR FY26 PLANTINGS OF THE TREE CANOPY REVITALIZATION PROJECT -- REVISED

RECOMMENDATION:

That the City Council authorize the transfer of $131,000 within the Tree Planting Trust Fund to plant and establish approximately 62 trees in the FY26 planting of the Tree Canopy Revitalization Project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #5: More Walkable, Mixed-Use Districts and Goal #6 Public Spaces that Connect Communities.

Public Works is requesting funds be made available from the Tree Trust Fund in the amount of $131,000. The Department also requests the City Council grant permission to use these funds for the installation and establishment of new trees in the proposed FY26 planting in areas identified in the attached presentation. The presentation was made to the Environmental Advisory Board (EAB) at its August 7 workshop and will be considered at the EAB's regular meeting on September 4.

Proposed locations were determined using the City-Wide Canopy Study with particular emphasis placed on disadvantaged areas and areas identified as heat islands. The current proposal anticipates a base planting of thirty-three (33) trees in the heat islands of disadvantaged areas with an additional twenty-nine (29) trees being installed in other heat island areas. Should obstacles occur regarding any of the proposed locations, the City-Wide Canopy Study will be utilized to determine the next best alternative.

The species of trees selected for the FY 26 planting include the Southern Magnolia, Sweetgum, Southern Live Oak, Sand Live Oak, and Eastern Red Bud. Tree plantings are best done during the winter months, and authorization of funds at this time allows staff to adhere to tight project timelines. If authorized by Council, the next step in the process will be to solicit

bids.

On September 4, 2025, the Environmental Advisory Board recommended the approval of this request. The vote was 5-0 with three absent and one open position.

PRIOR ACTION:

January 19, 2023 - City Council approved Phase I of the Tree Canopy Revitalization Project

October 9, 2023 - City Council received a presentation providing an update on Phase I and the preliminary proposal for Phase II of the Tree Canopy Revitalization Project.

December 14, 2023 - City Council approved Phase II of the Tree Canopy Revitalization Project.

August 7, 2025 - The Environmental Advisory Board (EAB) received a presentation on the FY25 accomplishments and the proposed FY26 plantings at a scheduled workshop.

September 4, 2025 -- EAB recommended approval of this request

FUNDING:

Budget: $195,301.00 Tree Planting Trust Fund Holding Account

Actual: $131,000.00 FY26 Project - New Tree Plantings (requested)

FINANCIAL IMPACT:

An appropriated balance of $195,301.00 is currently available in the Tree Planting Trust Fund Holding Account. The total cost of the proposed FY26 planting shall not exceed $131,000.00 leaving a balance of $64,301.00 in the Tree Planting Trust Fund Holding Account. Upon City Council approval, $131,000 will be transferred from the current holding account to an account specifically for this FY26 project. Upon completion of the plantings, any remaining funds will be shifted back to the Tree Planting Trust Fund Holding Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Tootle, PE, Director of Public Works & Engineeering

ATTACHMENTS:

1. Update Presented to EAB - '25-26 Projects

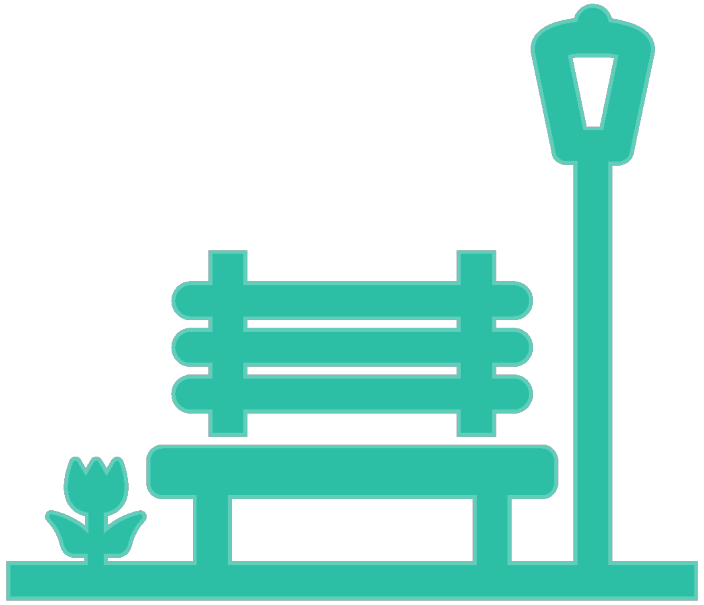
PRESENTATION: Yes

2025/2026 Tree Planting
EAB Update

Public Works and Engineering Department

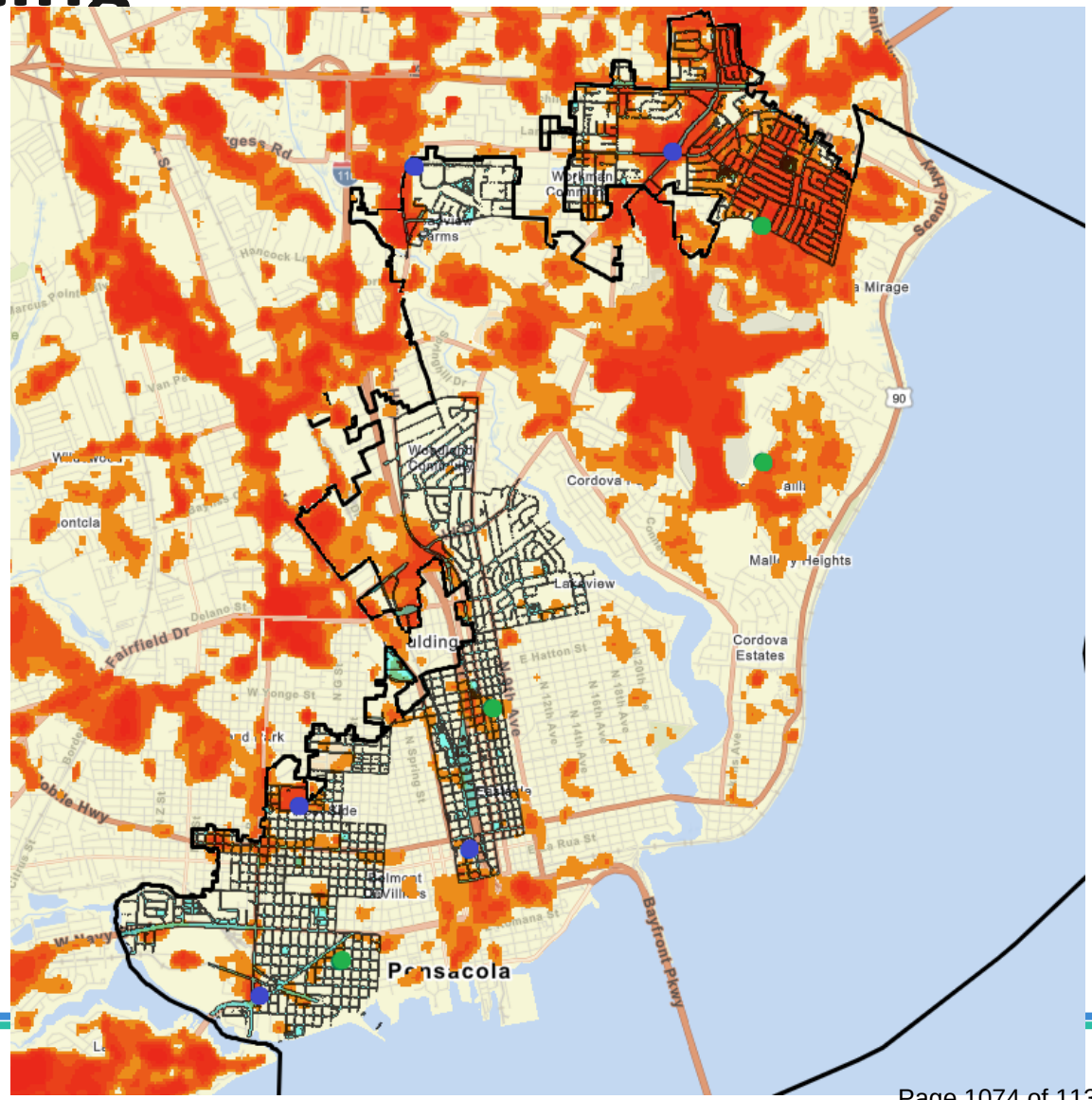
Agenda

1. Proposed Base Plantings
2. Additional Proposed Planting
3. 2026 Arbor Day Event
4. Budget – Cost Estimates
5. Project Timeline
6. Accomplishments & Future Goals



Overall Proposed Tree Planting Plan

1. Base planting of 33 trees in areas with both heat islands and disadvantaged areas (blue dots)
2. Additional planting of 29 trees in areas of heat islands (green dots)



Base Planting Areas

PENSACOLA

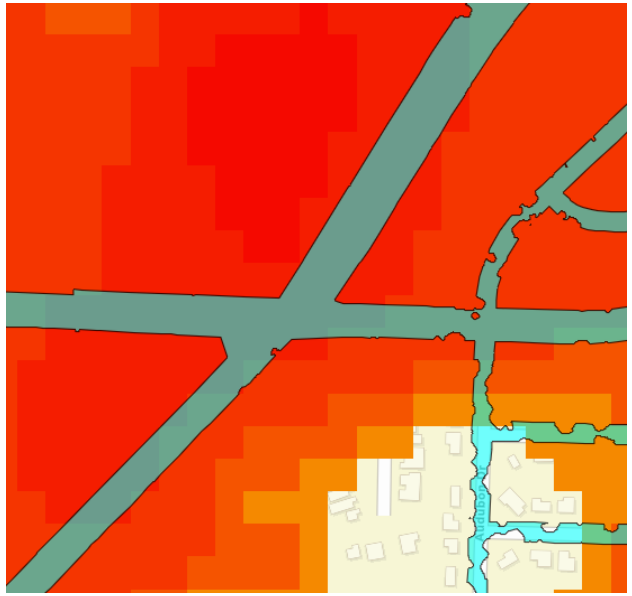
Heat Islands and Disadvantaged Areas:

- Creighton & 9th Plantings, 10 trees
- E Burgess Rd Plantings, 6 trees
- Morris Court Park Plantings, 5 trees
- Barrancas Ave Plantings, 8 trees
- E Gadsden Plantings, 4 trees

Total estimate 33 trees = $69,300

Creighton & 9th Plantings

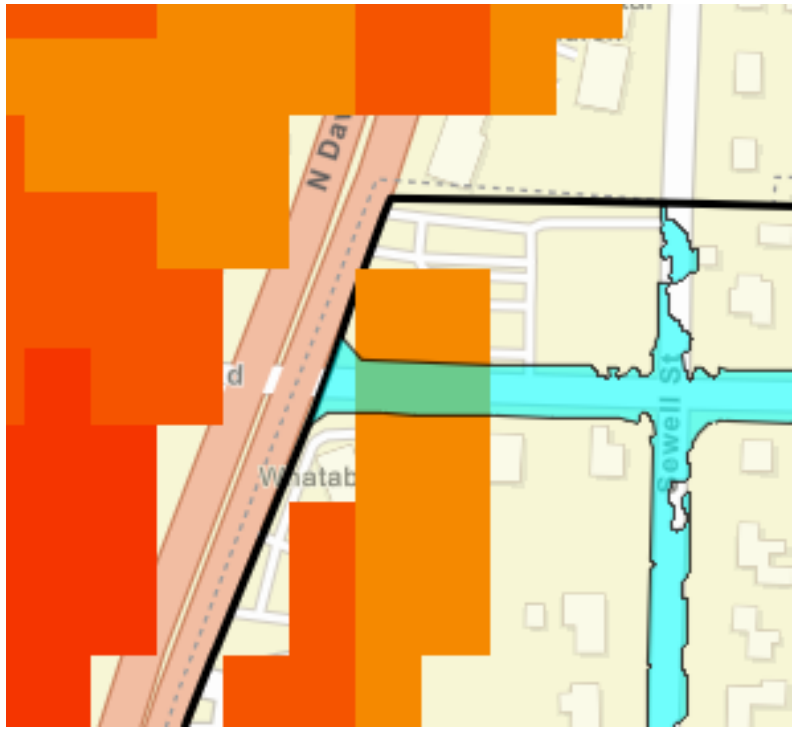
- 4 Southern Live Oak (green dots)
- 2 Southern Magnolia (blue dots)
- 4 Eastern Red Bud (purple dots)

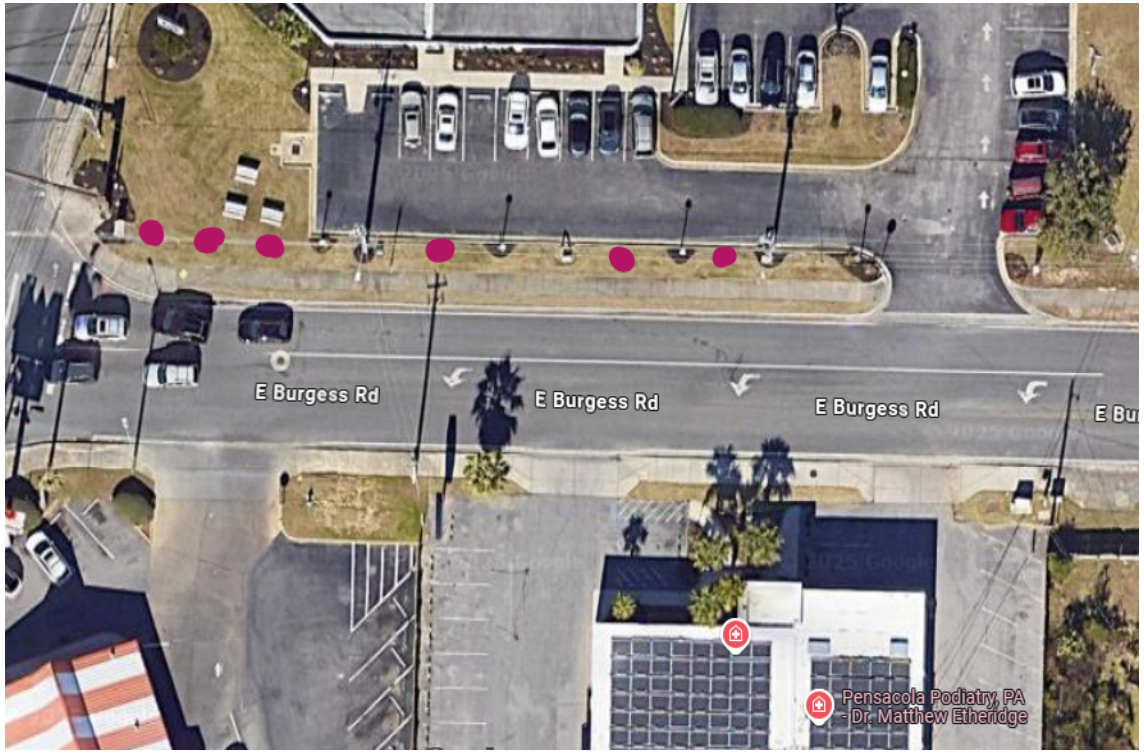


E Burgess Rd Plantings

PENSACOLA

- 6 Eastern Red Bud (purple dots)

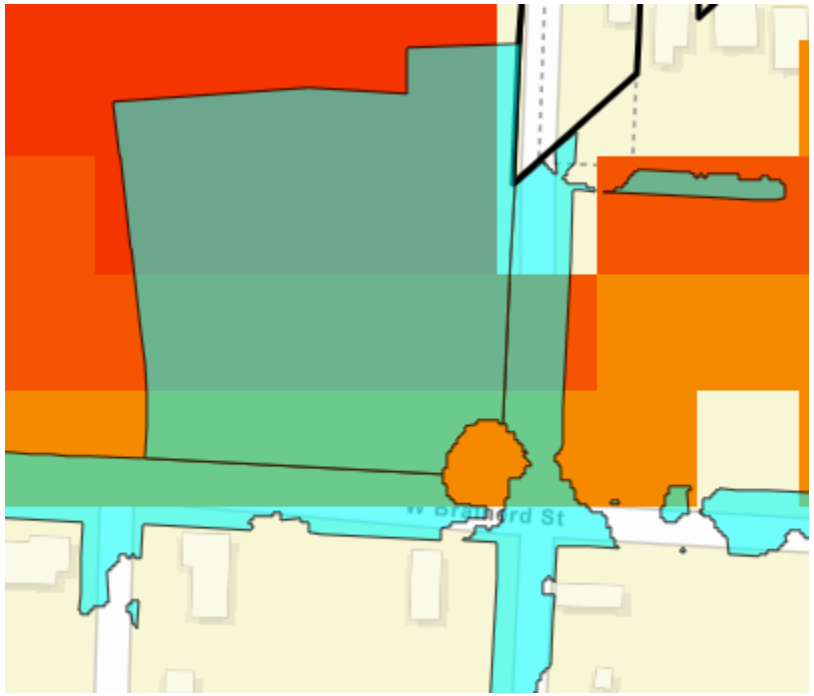




Morris Court Park Plantings

PENSACOLA

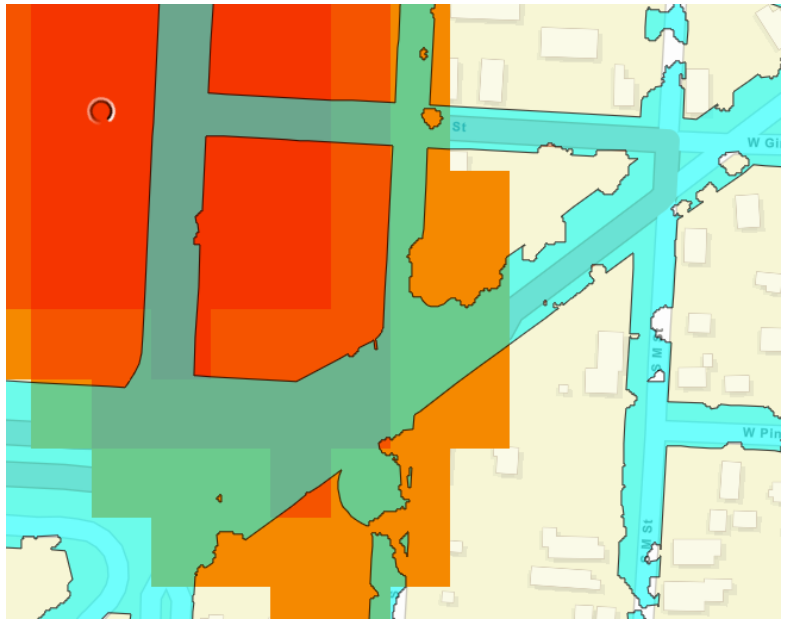
- 2 Southern Live Oak (green dots)
- 3 Southern Magnolia (blue dots)



Barrancas Ave Plantings

PENSACOLA

8 Southern Live Oak (green dots)



71 E Gadsden Plantings

- 4 Sand Live Oak (yellow dots)

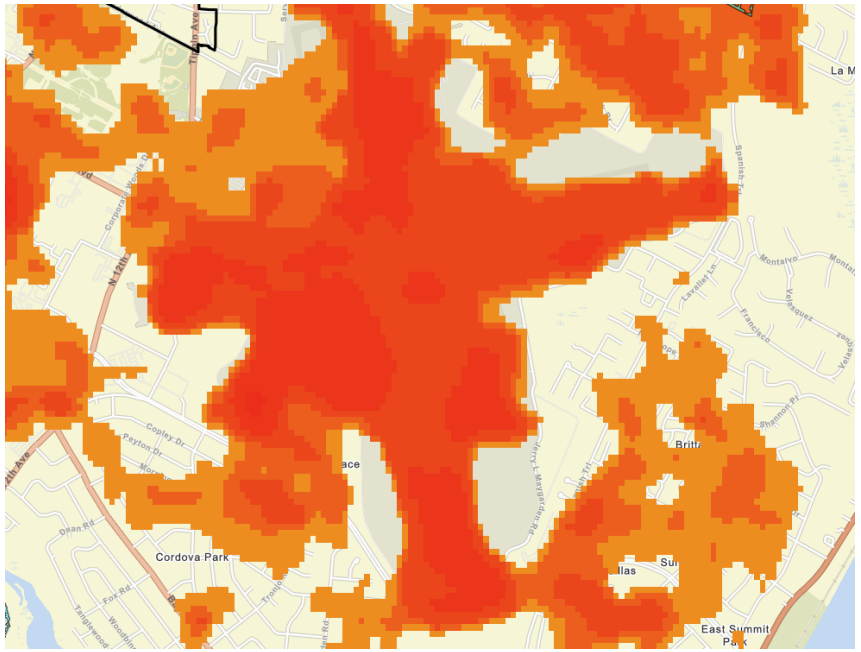
Additional Planting Areas

PENSACOLA

Heat Island Areas:

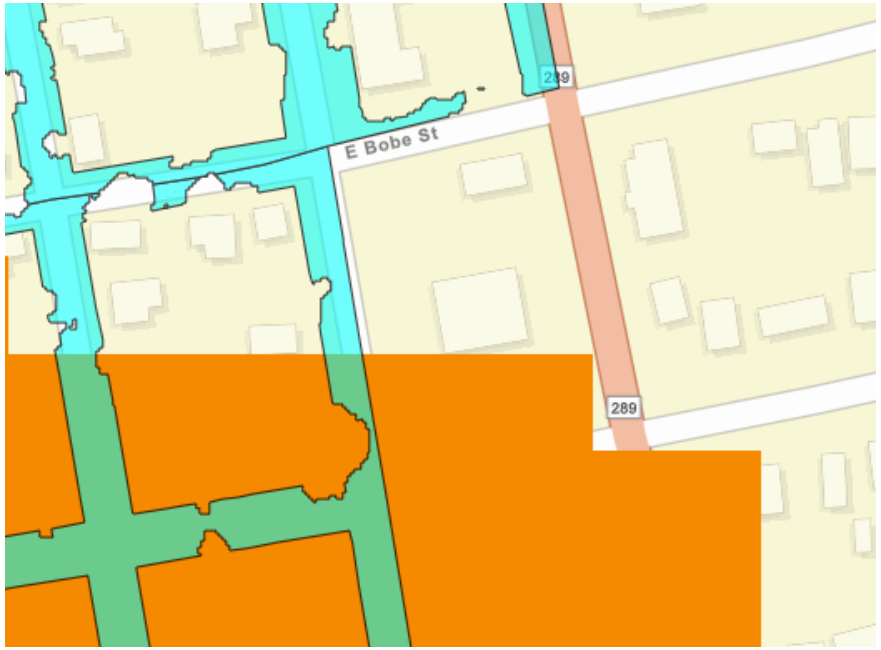
- N 8th Ave Plantings, 8 trees
- W Government St Plantings, 4 trees
- Spanish Trail Plantings, 13 trees
- Langley Ave Plantings, 4 trees

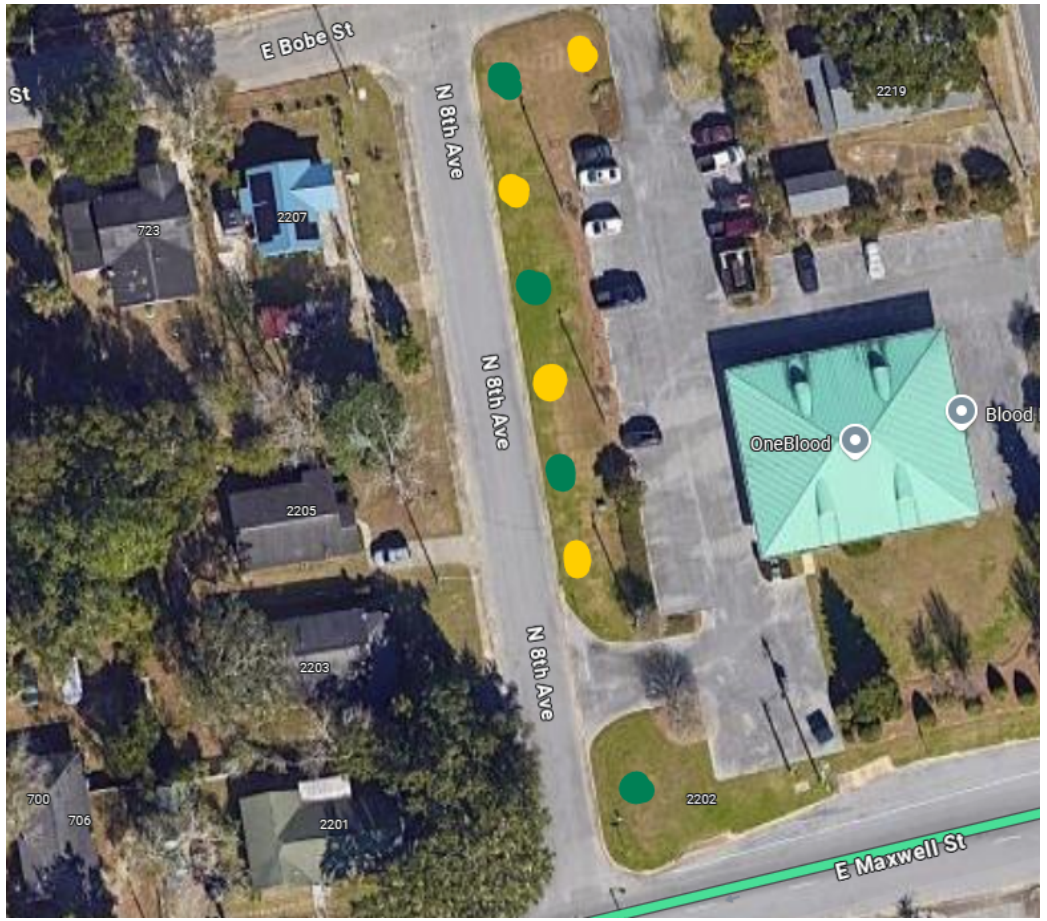
Total estimate for 29 trees = $60,900



N 8th Ave Plantings

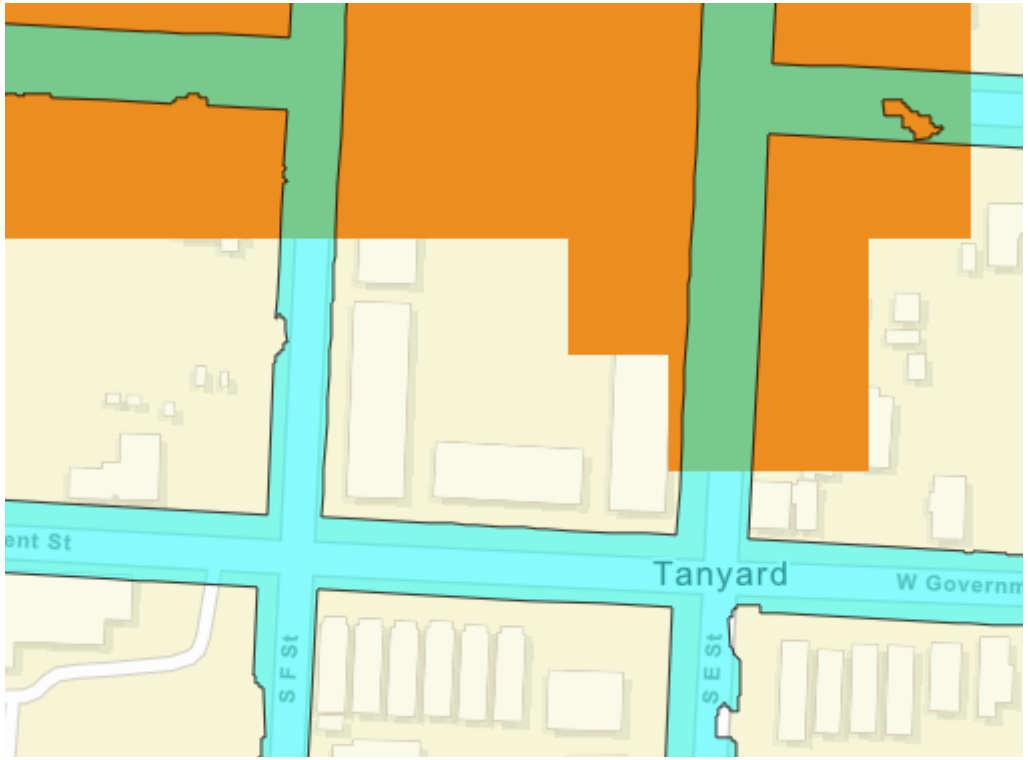
- 4 Sand Live Oak (yellow dots)
- 4 Southern Live Oak (green dots)

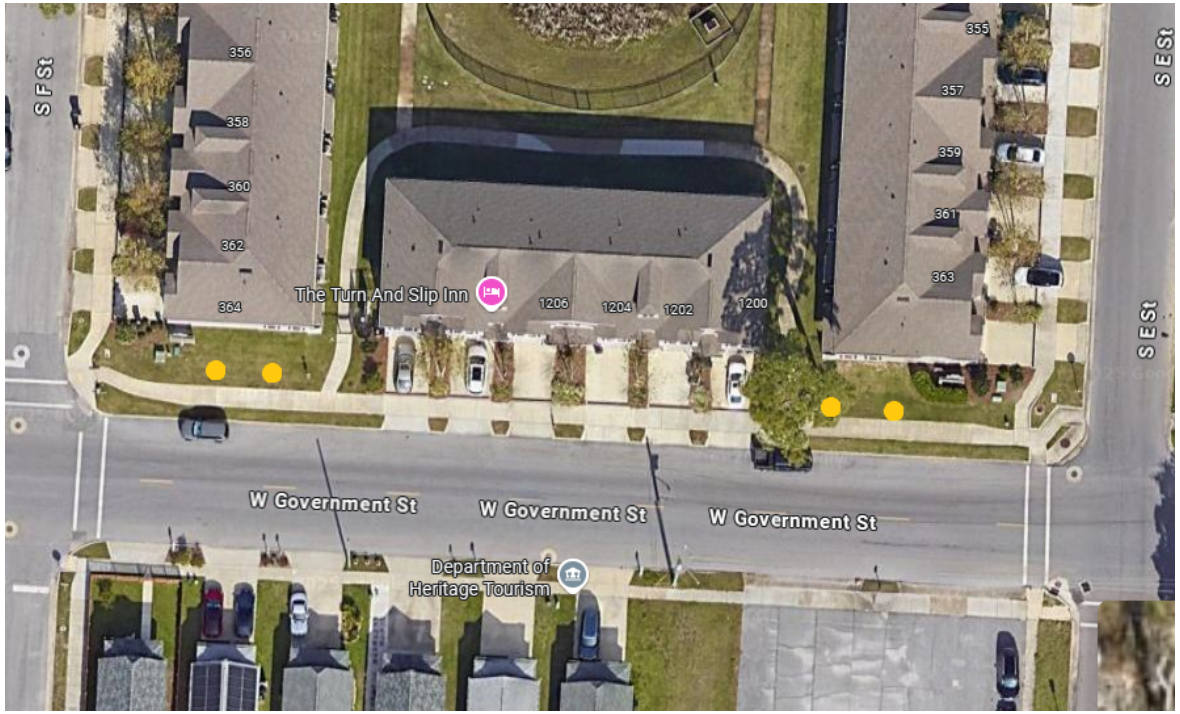




W Government St Plantings

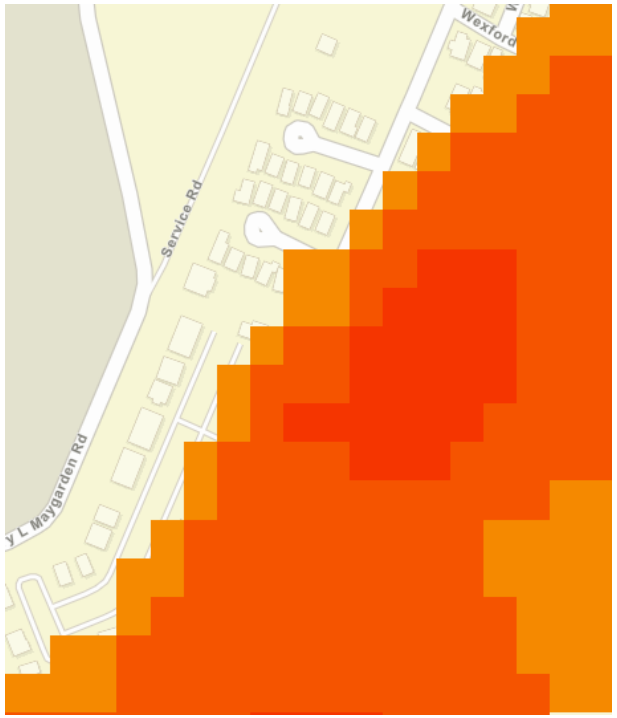
- 4 Sand Live Oak (yellow dots)

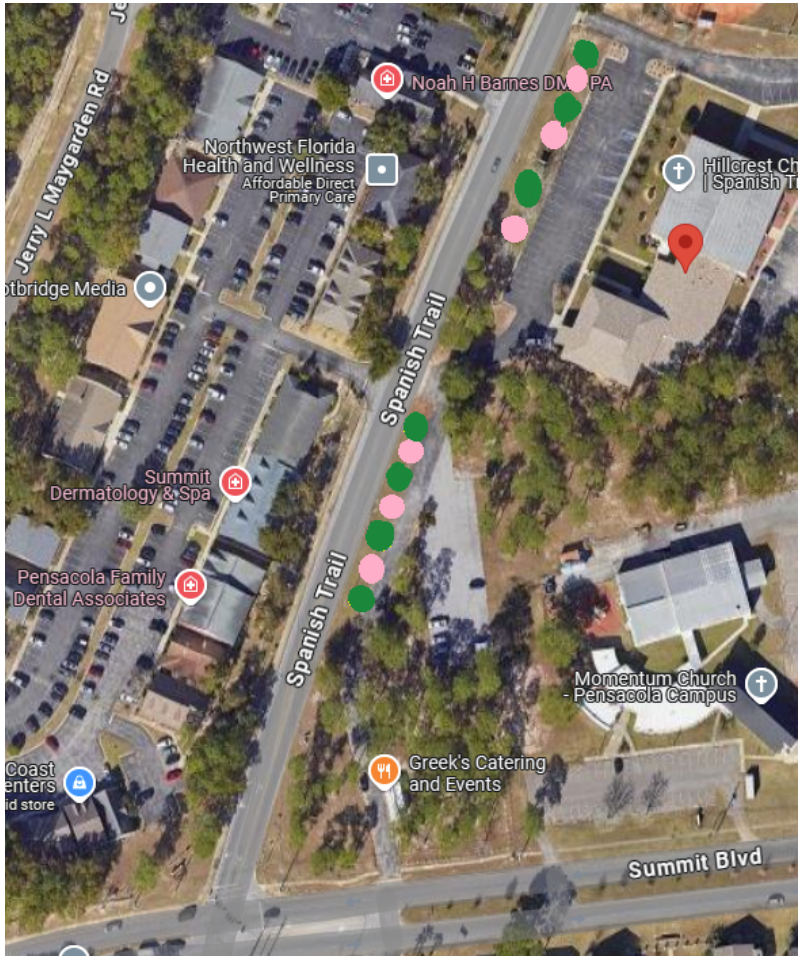




Spanish Trail Plantings

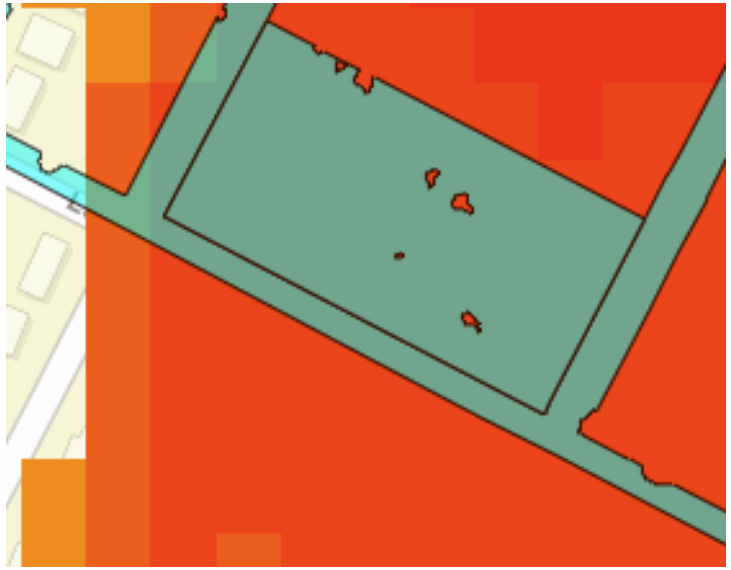
- 7 Southern Live Oak (green dots)
- 6 Sweet Gum (pink dots)





Langley Ave Plantings

- 4 Southern Live Oak (green dots)
- Bus Stop (blue circle)



Tree Pictures

- Southern Magnolia (top left)
- Sweetgum (top right)
- Southern Live Oak (bottom left)
- Sand Live Oak (middle right)
- Eastern Red Bud (bottom right)

Arbor Day Event

- To maintain status as a ‘Tree City’, Pensacola is required to do the minimum of 1 project per year.
- Recommend Arbor Day project on January 19, 2026, Florida Arbor Day
- Recommended Arbor Day Activity: A tree giveaway in coordination with the Florida Forestry Service, Birds Unlimited, UF IFAS extension, and a local nursery. At the tree giveaway provide information pamphlets about the City’s tree protections and tree history.

Budget – Cost Estimates

Tree Trust Fund Balance*	$200,801
Base Planting Estimated Cost**	$69,300
Additional Planting Estimated Cost**	$60,900
Remaining Tree Trust Fund Balance	$70,601

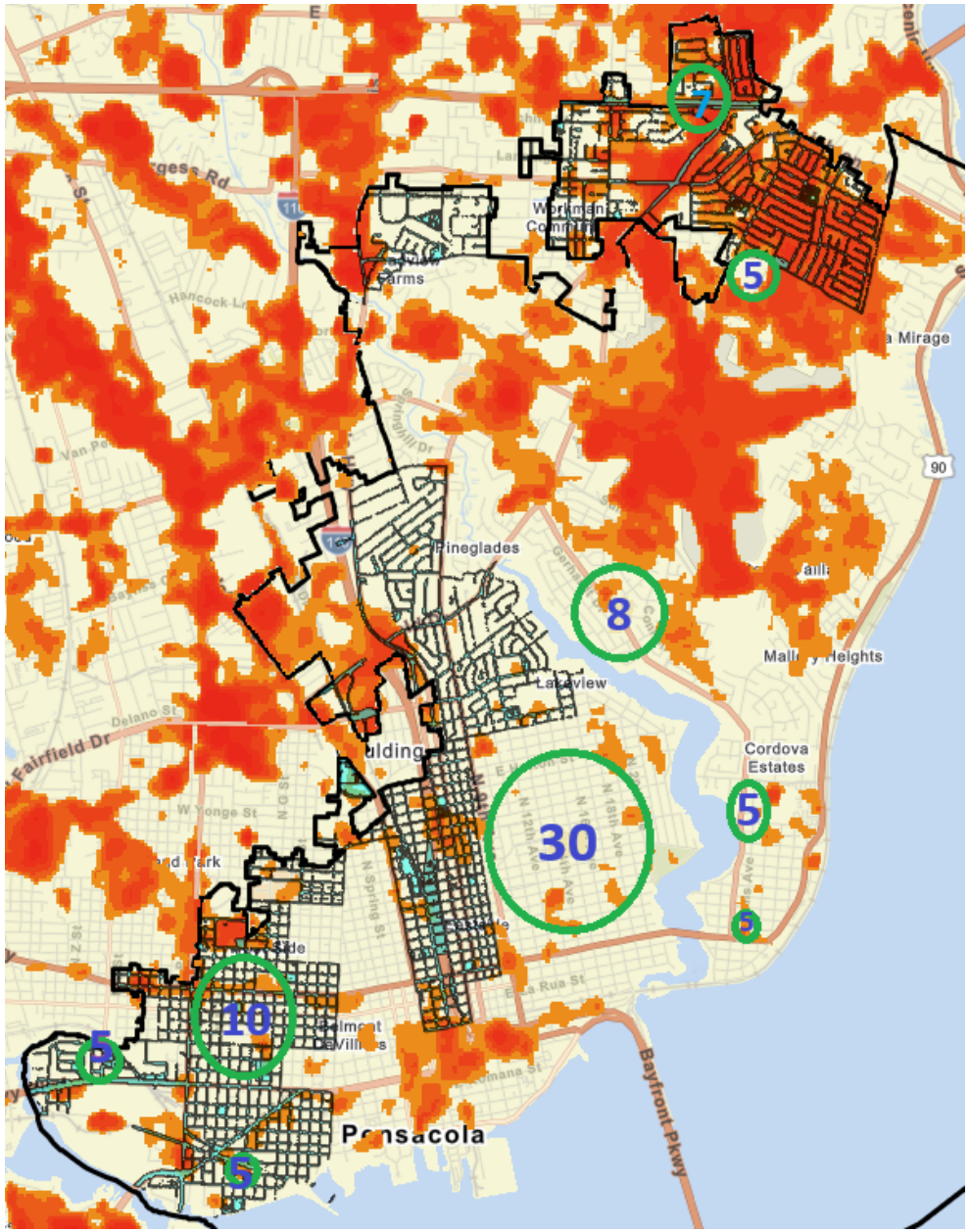
Notes:

1. *As of 07/16/25
2. **Cost estimate includes 5% contingency for installation and 2- year warranty/establishment period

Project Timeline

Accomplishments FY 25

- Planted 80 trees with Tree Trust Fund Grant Program throughout the City



Accomplishments FY 25

- Updated City Website
- Arbor Day Event – 250 trees given away
- Identified Local State Champion Magnolia (Potential National Champion)
- Identified clearance needs for firetrucks and other tall vehicles – Ongoing work with Parks and PFD
- Community outreach event with Green Infrastructure and Florida Forest Service (August 2025)
- Identified trees of concern & trees to watch for unpermitted removal
- Reviewed more than 240 tree permit requests

Goals FY26

- Update Tree Ordinance
- Host Arbor Day Event – give away 250 trees
- Continue working with Parks and PFD for firetruck clearances
- Plant 30 to 60 trees using Tree Trust Funds in heat island, sidewalk, and bus stop areas
- Collect funds from tree ordinance violations for Tree Trust Fund
- FDOT plantings blanket approval
- Continued Community Outreach & Education
- Workshop for tree care community to educate about tree ordinance
- Review tree permits and landscape plans within 3 weeks of submittal

Thank You!

Any Questions?

File #: 25-1128 City Council 9/11/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor, Charles Bare, Council Member

SUBJECT:

PROPOSED ORDINANCE NO. 14-25 - AMENDING SECTION 14-3-71 - OUTDOOR FIRES

RECOMMENDATION:

That City Council adopt Proposed Ordinance 14-25 on second reading.

AN ORDINANCE AMENDING TITLE XIV OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING CHAPTER 14-3. FIRE CODES, ARTICLE IV PROHIBITED UNLAWFUL ACTS, SECTION 14-3-17, OUTDOOR FIRES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This will advance City of Pensacola Strategic Plan Goals #7: Thriving Innovations & Business. Approval of the proposed ordinance will provide an exception as permitted in section b. Section 14-3-71 Outdoor Fires.

PRIOR ACTION:

August 14, 2025 - City Council voted to approve Proposed Ordinance No. 14-25 on first reading.

May 10, 2018 - City Council adopted ordinance 08-18 updating Section 14-3-71

FUNDING:

None

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Ginny Cranor, Fire Chief
Brock Jester, Deputy Fire Chief

ATTACHMENTS:

1. Proposed Ordinance No. 14-25
2. Business Impact Estimate
3. PROOF OF PUBLICATION

PRESENTATION: No

PROPOSED
ORDINANCE NO. 14-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING TITLE XIV OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING CHAPTER 14-3. FIRE CODES, ARTICLE IV PROHIBITED UNLAWFUL ACTS, SECTION 14-3-17, OUTDOOR FIRES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 14-3-71 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 14-3-71. - Outdoor fires.

(a) It shall be unlawful to build, ignite, maintain outdoor fires or conduct open burning of any kind within the city limits, except as permitted in section (b). This shall include the burning of rubbish, trash and combustible waste materials. Examples include, but are not limited to, leaves, grass, shrubbery, tree branches, treated wood, paper, plastics, copper and tires.

(b) Permanent barbecues, portable barbecues, outdoor fireplaces, fire pits, Chiminea's or grills shall not be used for the disposal of rubbish, trash or combustible waste material. These items shall be used for the purposes intended by the manufacturer only. All lids and spark guards shall be used while any such units are in use.

(c) Any person found to be in violation of this section shall be subject to penalties set forth in section 1-1-8; or pursuant to title XIII. Any investigating officer may cause an illegal burn to be extinguished.

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

SECTION 4. This ordinance shall take effect 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.

AN ORDINANCE AMENDING TITLE XIV OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING FIRE CODES, CHAPTER 14-3. FIRE CODES, ARTICLE IV PROHIBITED UNLAWFUL ACTS, SECTION 14-3-17, OUTDOOR FIRES; 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):

This will advance City of Pensacola Strategic Plan Goals #7: Thriving Innovations & Business. Approval of the proposed ordinance will provide an exception as permitted in section b. Section 14-3-71 Outdoor Fires.

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.):

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

City Clerk's Office City Of Pensacola
City Clerks Office - Legal Ads
Po Box 12910
Pensacola FL 32521-0001

STATE OF WISCONSIN, COUNTY OF BROWN

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

08/31/2025

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 08/31/2025

Legal Clerk

Notary, State of WI, County of Brown

5·15·27

My commission expires

Publication Cost	$194 28	
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Customer No	1124787	0
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance

NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF PROPOSED ORDINANCE

Please be advised that Proposed Ordinance No. 14-25 was presented to the City Council of the City of Pensacola for first reading on Thursday, August 14, 2025, and will be presented for final reading and adoption on Thursday, September 11, 2025, at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

The title of the proposed ordinance is as follows:

P.O. NO. 14-25:

AN ORDINANCE AMENDING TITLE XIV OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING CHAPTER 14-3. FIRE CODES, ARTICLE IV PROHIBITED UNLAWFUL ACTS, SECTION 14-3-17, OUTDOOR FIRES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

A copy of proposed ordinances may be inspected by the public by calling the City Clerk's office to request a copy (850) 435-1606, or may be inspected in the City Clerk's office located on the 3rd floor of City Hall, 222 West Main Street, Pensacola, Florida or on-line with the agenda package on the City's website: https://pensacolafl.portal.civicclerk.com/.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinances. The meeting may also be viewed live stream at: https://cityofpensacola.com/video.

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

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to city services, programs, and activities. Please call (850) 435-1606 (or TDD (850) 435-1666) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

CITY OF PENSACOLA, FLORIDA

By: Ericka L. Burnett, City Clerk

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.

August 31 2025

LSAR0356610

File #: 25-1250 City Council 9/11/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

ADD- ON ITEM -- AMENDMENT TO THE BAPTIST LEGACY CAMPUS DONATION AGREEMENT BETWEEN BAPTIST HOSPITAL AND THE CITY OF PENSACOLA.

RECOMMENDATION:

That City Council approve the first amendment to the Donation Agreement between Baptist Hospital and the City of Pensacola.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City is party to that certain Donation Agreement by and between itself, Baptist Health Care, Inc. and Baptist Health Ventures, Inc., whereby the Baptist entities have agreed to, among other things, donate certain real property to the City. This First Amendment updates the exhibits to the Donation Agreement to reflect the donation of the following six additional parcels from the Baptist entities to the City:

801 W. Avery Street – 000S009050008040
1720 N E ST -000S009050009040
800 BLK W AVERY ST – 000S009050010040
1901 N E St - 182S306000011013
1900 BLK NF ST – 182S306000020013
908 West Lakeview Street -182S306000014013

PRIOR ACTION:

April 24, 2025 -- City Council approve the donation agreement regarding the Baptist Legacy Campus Donation.

FUNDING:

N/A

FINANCIAL IMPACT:

Carry costs for the additional property until sale or lease.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/8/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Adam Cobb, City Attorney

ATTACHMENTS:

1. Donation Agreement - Baptist. (002)
2. LegalFilesWeb3 (002)
3. LegalFilesWeb6 (002)
4. City of PCola--BHCI--PE 1st Amendment--09.08.25--DB

PRESENTATION: No

DONATION AGREEMENT BY AND BETWEEN THE BAPTIST ENTITIES

and

THE CITY OF PENSACOLA

This DONATION AGREEMENT (the "Agreement") is dated and effective as of this 15th day of April, 2025 ("Effective Date") and is by and among BAPTIST HEALTH CARE, INC., a Florida not for profit corporation, BAPTIST HEALTH VENTURES, INC., a Florida corporation, and their successors and assigns (individually, collectively and interchangeably, the "Baptist Entities") and the CITY OF PENSACOLA, a Florida municipal corporation ("City").

W I T N E S S E T H:

WHEREAS, one or more of the Baptist Entities are the owners of certain real property located generally between N. Pace Boulevard, W. Hernandez Avenue, N. D Street, and W. Lee Street in Pensacola, Florida, all as more particularly described herein; and

WHEREAS, the Baptist Entities desire to donate the Property (defined below) to the City, subject to the terms and conditions of this Agreement, and the City desires to accept such donation subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the forgoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Baptist Entities and the City do hereby covenant and agree as follows:

ARTICLE ONE – DONATION AND CONVEYANCE OF THE PROPERTY

1.1 DONATION OF THE PROPERTY. Subject to the terms of this Agreement, the Baptist Entities agree to donate and convey to the City, and the City agrees to accept the following:

That certain property located in Escambia County, Florida, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference ("Land"), together with all of the tenements, hereditaments, improvements, appurtenances, rights, easements and rights of way incident thereto and all of the Baptist Entities' personal property located thereon as of the Closing Date (defined below) (the "Property.").

ARTICLE TWO – SURVEY AND TITLE REVIEW

2.1 RECEIPT OF SURVEY AND TITLE COMMITMENT. The City may, at its expense, order a survey of the Land in accordance with ALTA Minimum Standard Detail Requirements containing those Table A items the City deems necessary or desirable (the "Survey"). Following the Effective Date, the City may further obtain, (a) a title insurance commitment, showing the condition of the Baptist Entities' title to the Land (the "Title Commitment"), and (b) complete and legible copies of all recorded documents listed

as Schedule B-1 matters or as special Schedule B-2 exceptions (the "Exceptions", and together with the Title Commitment, the "Title Documents").

2.2 OBJECTIONS. The City shall have until the date that is 15 days prior to the Closing Date to examine the Survey and the Title Documents and to provide written objections to the Baptist Entities of matters set forth in the Survey and/or the Title Documents (the "Objections"). In the event the City gives timely written notice of its Objections and subject to the terms of this Agreement, the Baptist Entities shall have the right, but not the obligation, to remove, satisfy or otherwise cure the Objections. Within 14 days after receipt of the City's notice of the Objections, the Baptist Entities shall give written notice to the City informing the City of the Baptist Entities' election with respect to the Objections. If the Baptist Entities do not respond within such 14-day period they shall be deemed to have elected not to cure the Objections. For avoidance of doubt, the parties acknowledge and agree that except as expressly set forth in Section 2.5 below the Baptist Entities shall not be obligated to cure any Objections.

2.3 BAPTIST ENTITIES' ELECTION. If the Baptist Entities elect not to cure one or more Objections, the City's sole remedy under this Agreement shall be to either: (a) elect to terminate this Agreement by written notice to the Baptist Entities, in which event the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); or (b) waive the Objections and continue the transactions contemplated by this Agreement.

2.4 TERMINATION. To terminate this Agreement pursuant to Section 2.3 of this Agreement, the City must give written notice to the Baptist Entities of the City's election to terminate not later than the Closing Date. If the City fails to give timely notice of its election to terminate, the City's right to terminate this Agreement under Section 2.3 of this Agreement shall expire and the Objections shall be deemed to be "Permitted Encumbrances." Moreover, any matter disclosed on the Survey or the Title Commitment to which the City does not timely object or which are approved by the City, and any Objection that is waived or deemed to have been waived by the City, shall be deemed to be a Permitted Encumbrance. For the avoidance of doubt, no Baptist Encumbrance (defined below) shall be or be deemed to be a Permitted Encumbrance.

2.5 BAPTIST ENCUMBRANCES. Notwithstanding any provision in this Agreement, all Baptist Encumbrances must be satisfied, remedied and/or cured by the Baptist Entities on or before the Closing Date. As used herein, the term "Baptist Encumbrance" shall mean (a) any mortgage, deed of trust, judgment lien, or other monetary lien encumbering the Property which was placed by or against one of the Baptist Entities, (b) any real property taxes and assessments which are delinquent as of the Closing Date, and (c) any mechanic's, materialmen's or other similar liens, but excluding any such liens caused by the City or the City's agents.

ARTICLE THREE – CLOSING CONDITIONS

3.1 CLOSING CONDITIONS. The City's obligations under this Agreement are contingent upon satisfaction or waiver of the following conditions (each a "Closing Condition" and collectively, the "Closing Conditions"):

(a) TITLE POLICY. The title company shall be committed at the Closing Date to issue to the City, effective as of the date and time of the recording of the Deed (as defined below), an

owner's title insurance policy, in an amount not less than $16,500,000, insuring that fee simple title to the Land will be vested in the City, with the standard exceptions deleted and otherwise subject only to the Permitted Encumbrances (the "Title Policy")

(b) ACCESS TO FUNDS. The City shall have been awarded and, as of the Closing Date, have access to immediately available public funding to contribute towards the costs needed to demolish and remove all buildings and related improvements on the Property (collectively, and as further defined in subsection (c) below, all such costs are the "Demolition Costs") from the following sources and in at least the following amounts (collectively, the "Funds"):

i. $7,000,000.00 from the State of Florida; and
ii. $2,000,000.00 from Escambia County.

(c) DEMOLITION COSTS. The estimated Demolition Costs related to the Land shall not exceed $16,500,000, as reasonably projected by the City based upon quotes received by the City from licensed contractors for demolition of the main hospital building, medical towers and north parking area. For the purposes hereof, the term "Demolition Costs" shall include all costs, fees, expenses, and charges associated with (i) demolition of structures, pavements, and other associated facilities, (ii) management and offsite disposal of the waste generated during the demolition, and (iii) project management, safety, security, stormwater and other emissions management programs required to carry out the work contemplated by subsections (i) and (ii) above.

(d) ENVIRONMENTAL CONDITIONS: The City is satisfied, in its sole discretion, with the reports produced following its Inspections (defined below) related to the environmental condition of the Property.

3.2 FAILURE OF A CLOSING CONDITION. If any of the Closing Conditions have not been satisfied on or before the Closing Date, then the City may elect to terminate this Agreement by written notice to the Baptist Entities on the Closing Date, in which event the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement). The City shall have the right to unilaterally waive any Closing Condition by proceeding to Closing. In no event shall the City have the right to extend the Closing Date beyond June 1, 2025 (subject to extension as set forth in Section 5.1 below) as a result of a failure of any of the Closing Conditions.

ARTICLE FOUR –REPRESENTATIONS AND WARRANTIES AND COVENANTS

4.1 THE BAPTIST ENTITIES' REPRESENTATIONS, WARRANTIES AND COVENANTS. The Baptist Entities represent, warrant and covenant as of the Effective Date and Closing Date as follows:

(a) Authority. All of the Baptist Entities have the right, power and authority to enter into this Agreement, and to donate the Property to the City and to perform the obligations set forth in this Agreement. Furthermore, the persons signing this Agreement and all instruments in connection with the transaction contemplated herein possess the authority to execute such documents on behalf of the Baptist Entities. No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and

performance of this Agreement by the Baptist Entities (other than those that have been obtained or will be obtained on or prior to the Closing).

(b) Legal Actions. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding (including, without limitation, condemnation or eminent domain proceedings, code enforcement actions, or tax protests or appeals) pending or, to the Baptist Entities' knowledge after due and reasonable investigation, threatened against the Baptist Parties or the Property that could materially interfere with or disrupt the Baptist Entities' full and timely performance under this Agreement or detrimentally affect the status of title to the Property.

(c) Contract. To the best of their knowledge after due and reasonable investigation (but without having conducted a title search), the Baptist Entities have not entered into any contract, agreement or option, other than this Agreement, granting any right to acquire all or any portion of the Property that remains in effect.

(d) Diligence Materials. The Diligence Materials (defined below) are all the documents and information pertaining to the Property that are in the Baptist Entities' possession or control and are true and complete copies thereof.

(e) Baptist Real Estate. **Exhibit B** to this Agreement sets forth any and all real estate owned by any of the Baptist Entities located within one mile of the intersection of N. E Street and W. Moreno Street (the "Baptist Real Estate").

4.2 THE CITY'S REPRESENTATIONS, WARRANTIES AND COVENANTS. The City has the right, power and authority to enter into this Agreement, and to accept the Property from the Baptist Entities and to perform the obligations set forth in this Agreement. Furthermore, the persons signing this Agreement and all instruments in connection with the transaction contemplated herein possess the authority to execute such documents on behalf of the City. No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by the City (other than those that have been obtained or will be obtained on or prior to the Closing).

4.3 DISCLAIMERS. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF THE BAPTIST ENTITIES SET FORTH IN THIS AGREEMENT AND ANY MATTERS SET FORTH IN THE DOCUMENTS TO BE DELIVERED IN CONNECTION WITH THE CLOSING, IT IS UNDERSTOOD AND AGREED THAT THE BAPTIST ENTITIES ARE NOT MAKING AND HAVE NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, AS TO HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO THE TERMS OF THIS AGREEMENT AND ANY MATTER SET FORTH IN THE DOCUMENTS TO BE DELIVERED IN CONNECTION WITH THE CLOSING, THE CITY ACKNOWLEDGES AND AGREES THAT UPON CLOSING, THE BAPTIST ENTITIES SHALL CONVEY TO THE CITY AND THE CITY SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS."

4.4 SURVIVAL. The representations, warranties and covenants contained in this Article 4 shall survive the Closing for a period of one (1) year.

ARTICLE FIVE– CLOSING OF THE PROPERTY

5.1 CLOSING. The closing of the donation and conveyance of the Property (the "Closing") shall occur on or before June 1, 2025 (the "Closing Date"). The City shall have two options to extend the Closing Date by 60 days each, and each such extension option shall be exercised by written notice delivered to the Baptist Entities prior to the then-scheduled Closing Date.

5.2 PRORATIONS. On or before the Closing Date, the Baptist Entities shall pay any and all past due taxes, assessments, levies and other charges with respect to the Property and any and all interest or penalties thereon. All taxes, assessments, levies and other charges assessed with respect to the Property in the year prior to the year that the Closing occurs but due and payable in the year that the Closing occurs shall be the responsibility of the Baptist Entities and paid at or prior to the Closing. All taxes, assessments, levies or charges assessed with respect to the Property in the year that the Closing occurs but due and payable in the year following the year that the Closing occurs shall be prorated through the date of Closing and the Baptist Entities shall deliver payment for the Baptist Entities' pro-rata portion of such taxes, assessments, levies and charges to the City at the Closing.

5.3 CLOSING COSTS.

(a) The City shall pay the title company's premium for the Title Policy including all fees and costs for the related Title Commitment, search, and examination; the costs of the Survey; the City's attorneys' fees and expenses; all escrow fees, recording fees and closing costs charged by the title company; the cost for any endorsements to the Title Policy; and all of the City's due diligence costs and expenses.

(b) The Baptist Entities shall pay any brokerage fees or commissions that they owe relating to the Property and the Baptist Entities' attorneys' fees and expenses.

5.4 PLACE OF CLOSING. The Closing shall take place as an escrow closing at the offices of Carver Darden, 151 W. Main Street, Suite 200, Pensacola, FL 32502 (the "Closing Agent"), or at such other place as may be mutually agreed upon by the Baptist Entities and the City. No representative of the Baptist Entities shall be required to be present at Closing, instead documents will be sent to the Closing Agent via hand delivery or overnight carrier and funds shall be wired to the Closing Agent (or directly to the City at the election of the Baptist Entities).

5.5 THE BAPTIST ENTITIES' DELIVERIES AT CLOSING. At Closing, the Baptist Entities shall deliver the following to the City:

(a) Deed. A special warranty deed (or deeds), in recordable form, duly executed by the appropriate Baptist Entities conveying to the City fee simple title to the Land, subject only to non-delinquent real estate taxes and assessments due and payable after the Closing Date and the Permitted Encumbrances ("Deed"). Such Deed shall include and convey the historic legal description(s) for the Land, as identified in the Title Commitment(s). The Baptist Entities shall, in addition to the Deed, execute and deliver to the City at Closing a quit-claim deed (or deeds), in recordable form, duly executed by the appropriate Baptist Entities conveying to the City all of the Baptist Entities' right, title and interest in and to any legal description(s) for the Land created by the Survey provided that any such

surveyed legal description is subject to the reasonable approval of the Baptist Entities (but with such approval right limited to the factual accuracy of such surveyed legal description).

(b) Quit Claim Bill of Sale. A Quit Claim Bill of Sale executed by the appropriate Baptist Entities conveying any personal property owned by such entity and located on the Property as of the date of Closing to the City, subject to the terms and conditions of this Agreement ("Bill of Sale").

(c) FIRPTA Certificate. A certificate duly executed by each party executing the Deed setting forth its address and tax identification number and certifying whether or not it is a foreign person for purposes of the Foreign Investment in Real Property Tax Act (a/k/a "FIRPTA").

(d) Seller's Affidavit. A seller's affidavit and/or gap indemnity duly executed by the appropriate Baptist Entities sufficient to permit the title company to delete the so called "standard exceptions" to the Title Policy and to date the Title Policy no earlier than the date and time of recordation of the Deed. Such affidavit and indemnity shall be on the title company's standard form, qualified by the Baptist Entities to be factually accurate and subject to such commercially reasonable modifications as the title company and the Baptist Entities may mutually agree upon.

(e) Authorization. Satisfactory evidence of the authority of the signers of the conveyance documents to consummate the transactions on behalf of the Baptist Entities as reasonably required by the Closing Agent or the City.

(f) Closing Statement. A closing statement ("Closing Statement") duly executed by the appropriate Baptist Entities, setting forth in reasonable detail the financial transaction contemplated by this Agreement, including all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds.

(g) Demolition Cost Contribution. The Baptist Contribution (as defined below) to be used by the City for Demolition Costs and related expenses. As used herein the Baptist Contribution shall mean the sum of (a) $2,815,822.10 plus (b) the lesser of (i) $3,000,000 and (ii) total estimated Demolition Costs less $10,000,000 (being the Funds plus a $1,000,000 contribution from the City). Notwithstanding anything contained herein to the contrary, in no event shall the Baptist Contribution exceed $5,815,822.10.

(h) Possession. The Baptist Entities shall deliver exclusive possession of the Property to the City at Closing.

(i) Right of First Offer. A duly executed right of first offer ("ROFO") in recordable form reasonably acceptable to the City and the Baptist Entities granting the City a right to make the first offer to purchase all or any portion of the Baptist Real Estate. Such ROFO shall require the Baptist Entities to provide the City with no less than 30 days' written notice and ability to submit an offer to purchase prior to the Baptist Entities listing, offering, marketing or otherwise holding out all or any portion of the Baptist Real Estate for sale or lease.

(j) Additional Documents. Such other documents as may be required by the terms of this Agreement, or as may be reasonably necessary in order to consummate the transactions contemplated by this Agreement. All of the documents and instruments referenced in this Section 5.5 shall be in a form reasonably acceptable to the Baptist Entities and the City.

5.6 THE CITY'S DELIVERIES AT CLOSING. At Closing, the City shall deliver the following to the Baptist Entities:

(a) Closing Statement. The City's duly executed counterpart to the Closing Statement.

(b) Contribution Statement. A written statement that the City has spent or will spend $1,000,000 in City funds, in addition to the Funds, on Demolition Costs and Inspections-related expenses. This written statement may be provided by the City's finance director, economic development director, or such other person as may be designated by the Mayor.

(c) Additional Documents. Such other documents as may be required by the terms of this Agreement, or as may be reasonably necessary in order to consummate the transactions contemplated by this Agreement

ARTICLE SIX – INTENTIONALLY OMITTED

ARTICLE SEVEN – DEFAULT OR TERMINATION

7.1 BAPTIST ENTITIES' DEFAULT. In the event that the Baptist Entities fail to perform any of their obligations under this Agreement for any reason other than the City's default or the permitted termination of this Agreement by the Baptist Entities or the City as expressly provided in this Agreement, the City shall be entitled, following written notice to the Baptist Entities and, except for a breach of the Baptist Entities' obligation to close or a breach of the Baptist Entities' obligations under Section 5.5 of this Agreement for which there shall be no opportunity to cure, 30 days during which period the Baptist Entities may cure the default, to (a) elect to terminate this Agreement by written notice to the Baptist Entities, in which event the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); (b) waive the applicable default and continue the transactions contemplated by this Agreement; or (c) enforce specific performance of the Baptist Entities' obligations.

7.2 CITY DEFAULT. In the event that the City fails to close the transactions contemplated by this Agreement for any reason other than the Baptist Entities' default or the permitted termination of this Agreement by the Baptist Entities or the City as expressly provided in this Agreement, the Baptist Entities' shall be entitled, following written notice to the City, as its sole remedy, to terminate this Agreement.

7.3 INFORMAL RESOLUTION. It is understood and agreed that both parties desire to see the successful redevelopment of the Property and are willing to work together towards that mutual goal. To that end, and notwithstanding anything herein to the contrary, no party shall have the right to pursue the remedies contained in Section 7.1 or Section 7.2 nor shall any termination of this Agreement become effective unless and until the Mayor of the City and the President and Chief Executive Officer of Baptist Health Care shall have first met in person and in good faith to discuss and attempt to resolve the noticed default or termination of this Agreement ("Resolution Discussion"). Both parties agree to conduct any Resolution Discussion as soon as

reasonably practicable following the other party's request for a Resolution Discussion. Additionally, delivery of any notice of default or termination shall be sufficient for the purposes of complying with any deadlines for delivery of the same contained in this Agreement, notwithstanding if the Resolution Discussion has not yet occurred.

ARTICLE EIGHT- PROPERTY ISSUES

8.1 ACCESS. From and after the Effective Date and until the earlier of the termination of this Agreement or the Closing, the City and its agents shall have the right to enter upon the Land for the purpose of inspecting the Property and conducting such physical, economic, environmental, engineering, structural, and other inspections, investigations, surveys and studies of the Property as the City shall deem necessary or desirable (collectively, the "Inspections"). The Baptist Entities agree to cooperate in good faith with the City and its agents at all times relating to the Inspections, including, without limitation, making the Baptist Entities' agents reasonably available to the City and the City's agents upon reasonable notice to answer any questions which the City may have concerning the Property and also executing and delivering such authorizations and other commercially reasonable documents as may be necessary or desirable to facilitate such Inspections. Subject to such sovereign immunity limitations as permitted by applicable Florida law, the City shall and does hereby agree to indemnify and hold the Baptist Entities harmless from and against any and all damages to property or injury to persons asserted against the Baptist Entities, including, but not limited to, court costs and attorneys' fees, which may be incurred by the Baptist Entities as a direct result of the City's Inspections prior to Closing. The City's indemnity and hold harmless obligation shall survive termination of this Agreement. The City shall cause all agents, consultants, independent contractors and vendors retained by the City in connection with any on-site Inspections of the Property to have during the performance of their work, at no expense to the Baptist Entities, commercial liability insurance, including public liability and property damage insurance, in the amount of at least $1,000,000, per occurrence, and $3,000,000 in the aggregate. All such insurance shall name the appropriate Baptist Entities as an additional insured.

8.2 DILIGENCE MATERIALS. On or before the Effective Date, the Baptist Entities have delivered to the City any and all documents and information pertaining to the Property that are in the Baptist Entities' possession or control including, without limitation, copies of all existing title insurance policies with respect to the Property and legible copies of documents identified as exceptions thereto, appraisals, environmental or engineering reports, property condition assessments, insurance certificates indicating the current level of "All Risk" insurance and commercial general liability insurance that the Baptist Entities maintain with respect to the Property, fire marshal reports, flood reports, structural reports, geotechnical studies, maintenance reports, and all as-built or other surveys, plans and specifications for the Property (collectively, the "Diligence Materials").

8.3 RISK OF LOSS. The Property shall be held at the risk of the Baptist Entities until consummation of the Closing. In the event of any fire or other casualty, the Baptist Entities shall promptly provide written notification thereof to the City, and the City shall have the option, exercisable within sixty (60) days after receipt of written notice from the Baptist Entities, to (a) close on the Property in accordance with the terms hereof notwithstanding such casualty, recognizing any and all insurance claims will be retained by the Baptists Entities, or (b) terminate this Agreement and the parties shall have no further obligation to the other except with respect to obligations expressly set forth herein to survive the termination hereof. Upon the event of any casualty, the Baptist Entities shall provide the City with access to the Property.

8.4 LEASES. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, the Baptist Entities shall not, without the City's prior written consent, enter into or amend any leases, licenses or other agreements for the use or occupancy of any part of the Property, except to the extent as may be required for the Baptist Entities to deliver exclusive possession of the Property to the City at Closing in accordance with Section 5.5(h) of this Agreement.

8.5 NEW PROPERTY AGREEMENTS. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, the Baptist Entities shall not, without the City's prior written consent, enter into any new service contract, maintenance contract or other contract or agreement with respect to the Property which will survive Closing or amend, modify or alter any agreements affecting the Property which will survive Closing.

8.6 CONTINUED OPERATIONS. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, the Baptist Entities shall continue to maintain the Property and maintain all casualty and liability insurance policies with respect to the Property in the substantially same manner as prior to the Effective Date. Without limiting the foregoing, the Baptist Entities shall promptly furnish to the City copies of any and all written notices pertaining the Property that the Baptist Entities receive from (a) any governmental or quasi-governmental entities with jurisdiction over the Property, or (b) the counterparty to any agreements affecting the Property (such as notices of default, notices of termination, notices of renewal or non-renewal, notices of pricing changes, notices regarding assignment and notices of damage to property or injury to persons).

8.7 NEW ENCUMBRANCES. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, the Baptist Entities shall not, without the City's prior written consent, enter into, or cause to be entered into, any agreement of any kind whatsoever to encumber the Property (including, without limitation, any easement, covenant, license, or restriction).

8.8 MARKETING ACTIVITIES. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, the Baptist Entities and their agents will not initiate, solicit, encourage, directly or indirectly, or accept an offer or proposal regarding the possible purchase and sale of all or any portion of the Property by any person or entity other than the City.

8.9 CITY COVENANT. The City shall not use or occupy or permit the use or occupation of the portion of the Property shown on Exhibit C attached hereto at any time prior to demolition of the existing hospital located on such portion of the Property, except to the extent such occupation or use is in preparation for, connection with or furtherance of such demolition. This Section 8.9 shall expressly be included in the Deed. The Baptist Entities' sole and exclusive remedy for any violation of such covenant shall be the right to obtain specific performance, and in no event will monetary damages from the City be a remedy available to the Baptist Entities.

ARTICLE NINE - MISCELLANEOUS

9.1 ENTIRE AGREEMENT; COUNTERPARTS; AMENDMENTS. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties. This Agreement may be executed

in one or more duplicate original counterparts, each of which shall be effective as and shall constitute an original document binding upon the party or parties signing the same.

9.2 BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

9.3 WAIVER; MODIFICATION. Failure by the Baptist Entities or the City to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

9.4 TIME OF ESSENCE. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

9.5 CONSTRUCTION. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

9.6 GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. This Agreement shall be governed by, and construed under, the laws of the State of Florida. Any claim, action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in Escambia County, State of Florida, and each of the parties hereto hereby consents to the jurisdiction of such court and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit, or proceeding in any such court or that any such claim, action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum. The parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement.

9.7 DATE HEREOF. For purposes of this Agreement, "the date hereof" or similar references shall mean the Effective Date.

9.8 EFFECT OF HEADINGS. The title of this Agreement and the subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

9.9 RADON. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This disclosure is required by Florida law to be contained in all contracts for sale or lease of buildings.

9.10 BROKERS. Each of the City and the Baptist Entities represents and warrants that it has not dealt with any broker, agent, finder or similar party in connection with the transaction contemplated by this Agreement, and each of Buyer and Seller hereby indemnifies, defends and holds harmless the other from any liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of enforcement of the foregoing indemnity, whether arising in any underlying action or in the enforcement of this right of indemnification) arising out of the falsity of the foregoing representation by such party. The provisions of this Section 9.10 shall survive the Closing or any earlier termination of this Agreement.

9.11 FLORIDA PUBLIC RECORDS ACT. The parties acknowledge, understand and agree that this Agreement, all closing documents, and all written and electronic communications between the parties are subject to public disclosure pursuant to Chapter 119, Florida Statutes ("Florida Public Records Act").

9.12 SOVEREIGN IMMUNITY. Nothing herein is intended to serve as a waiver of the City's sovereign immunity to which sovereign immunity applies, nor as a waiver of any applicable limitation on the City's liability for monetary damages as provided by the laws and/or Constitution of the State of Florida.

9.13 NOTICES. All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, (b) one business day after having been deposited with an expedited, overnight courier service, or (c) when delivered by electronic mail, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to Baptist Entities:	Baptist Health Care, Inc. 125 Baptist Way, Suite 6A Pensacola, Florida 32503 Attn: General Counsel Email: liz.callahan@bhcpns.org
With a copy to:	Bradley Arant Boult Cummings LLP 1221 Broadway, Suite 2400 Nashville, Tennessee 37203 Attn: Matthew B. Mattingly Email: mmattingly@bradley.com
If to City:	City of Pensacola 222 West Main Street Pensacola, Florida 32502 Attn: Mayor Email: dcreeves@cityofpensacola.com
With a copy to:	City of Pensacola 222 West Main Street Pensacola, Florida 32502 Attn: City Attorney Email: acobb@cityofpensacola.com

[A separate signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BAPTIST HEALTH CARE, INC., a Florida not for profit corporation

By: _____
Mark Faulkner, President and CEO

BAPTIST HEALTH VENTURES, INC., a Florida corporation

By: _____
Name: Elizabeth C. Callahan
Title: Secretary

Donation Agreement – signature page

[A separate signature page follows.]

CITY OF PENSACOLA,
a Florida municipal corporation

ATTEST:

Ericka L. Burnett,
City Clerk

By: _____
D.C. Reeves, Mayor

AFFIX CITY SEAL

Approved as to content:

Erica Grancagnolo,
Economic Development Director

Approved as to form and legal sufficiency:

Adam Cobb, City Attorney

Donation Agreement – signature page

PARCEL LIST – LAND

EXHIBIT A

Account	Parcel ID	OName1	Situs	DORCd
62623000	182S306000170014	BAPTIST HEALTH CARE CORPORA	1022 W LAKEVIEW AVE	PARKING LOTS
62622000	182S306000140014	BAPTIST HEALTH CARE CORPORA	1010 W LAKEVIEW AVE	PARKING LOTS
62621000	182S306000130014	BAPTIST HEALTH CARE CORPORA	1004 W LAKEVIEW AVE	PARKING LOTS
62620000	182S306000110014	BAPTIST HEALTH CARE CORPORA	1905 N F ST	PARKING LOTS
144204000	000S009050017076	BAPTIST HEALTH CARE CORPORA	1201 W MORENO ST	PROFESSIONAL BLDG.
144203000	000S009050014076	BAPTIST HOSPITAL INC	1200 BLK MORENO ST	VACANT RESIDENTIAL
62586000	182S306000110008	BAPTIST HEALTH CARE INC	1800 N E ST BLK	PARKING LOTS
144137000	000S009050016057	BAPTIST HEALTH CARE INC	901 W MORENO ST	VACANT COMMERCIAL
144206000	000S009050021076	BAPTIST HEALTH CARE INC	1200 BLK W BLOUNT ST	VACANT RESIDENTIAL
144207000	000S009050022076	BAPTIST HEALTH CARE INC	1218 W BLOUNT ST	VACANT RESIDENTIAL
144142000	000S009050028057	BAPTIST HEALTH CARE INC	1500 BLK N E ST	PARKING LOTS
144138000	000S009050017057	BAPTIST HEALTH CARE INC	1515 N E ST	VACANT RESIDENTIAL
144065000	000S009050013039	BAPTIST HEALTH CARE INC	840 W MORENO ST	VACANT COMMERCIAL
144134100	000S009050220056	BAPTIST HEALTH CARE INC	1000 BLK W BLOUNT ST	PARKING LOTS
63091000	302S301001070029	BAPTIST HEALTH CARE INC	1400 BLK W MORENO ST	VACANT RESIDENTIAL
63099000	302S301001004030	BAPTIST HEALTH CARE INC	1515 W MORENO ST	VACANT COMMERCIAL
144134600	000S009050240056	BAPTIST HEALTH CARE INC	1000 W BLOUNT ST	OFFICE, 1 STORY
144134700	000S009050241056	BAPTIST HEALTH CARE INC	1010 W BLOUNT ST	OFFICE, 1 STORY
144205000	000S009050019076	BAPTIST HEALTH CARE INC	1200 BLK W BLOUNT ST	VACANT RESIDENTIAL
144131200	000S009050130056	BAPTIST HEALTH CARE INC	1011 W MORENO ST	PROFESSIONAL BLDG.
144133500	000S009050190056	BAPTIST HEALTH CARE INC	1000 BLK W BLOUNT ST	PARKING LOTS
144135000	000S009050009057	BAPTIST HEALTH CARE INC	905 W MORENO ST	VACANT COMMERCIAL
144139000	000S009050019057	BAPTIST HEALTH CARE INC	912 W BLOUNT ST	VACANT RESIDENTIAL
63142500	302S301001007050	BAPTIST HEALTH CARE INC	1500 BLK W MORENO ST	VACANT COMMERCIAL
63117100	302S301001004041	BAPTIST HEALTH CARE INC	1308 W MORENO ST	VACANT COMMERCIAL-IMPRVD
62574000	182S306000008006	PENSACOLA POB INC	1113 W LAKEVIEW AVE	PARKING LOTS
62575000	182S306000011006	PENSACOLA POB INC	AVERY ST OFF OF	VACANT RESIDENTIAL
144136000	000S009050012057	BAPTIST HEALTH CARE INC	903 W MORENO ST	VACANT COMMERCIAL
144130600	000S009050039056	BAPTIST HEALTH CARE INC	1015 W MORENO ST	STORE/OFFICE/SFR
62581000	182S306000017007	PENSACOLA POB INC	1102 W AVERY ST	VACANT RESIDENTIAL
62573000	182S306000005006	PENSACOLA POB INC	1115 W LAKEVIEW AVE	VACANT RESIDENTIAL
63111000	302S301001002040	BAPTIST HEALTH CARE INC	1430 W MORENO ST	VACANT COMMERCIAL
144140000	000S009050022057	BAPTIST HEALTH CARE INC	910 W BLOUNT ST	VACANT COMMERCIAL
62570500	182S306000004004	PENSACOLA POB INC	1017 W AVERY ST	PROFESSIONAL BLDG.
63069000	302S301001070021	BAPTIST HEALTH CARE INC	2000 W BLOUNT ST BLK	VACANT COMMERCIAL-IMPRVD
62569500	182S306000006003	PENSACOLA POB INC	1717 N E ST	PROFESSIONAL BLDG.
63102000	302S301001010033	BAPTIST HEALTH CARE INC		RIGHT-OF-WAY
62577000	182S306000001007	PENSACOLA POB INC	1000 W AVERY ST BLK	PARKING LOTS
144143000	000S009050001058	BAPTIST HEALTH CARE INC	1000 W MORENO ST	PRIVATE HOSPITAL
144132500	000S009050160056	BAPTIST HOSPITAL INC	1001 W MORENO ST	OFFICE, 1 STORY
144204000	000S009050017076	BAPTIST HEALTH CARE CORPORA	1201 W MORENO ST	PROFESSIONAL BLDG.
144143000	000S009050001058	BAPTIST HEALTH CARE INC	1000 W MORENO ST	PRIVATE HOSPITAL
144218500	000S009050025079	BAPTIST HEALTH CARE INC	1300 W MORENO STREET	OFFICE, MULTI-STORY

1205 West Moreno Street - 000S009050011076
1700 N. J Street - 000S009050024079

EXHIBIT B

BAPTIST REAL ESTATE

1) 1900 BLK NF ST – 182S306000020013

2) 908 West Lakeview Street - 182S306000014013

3) 1901 N E ST - 182S306000011013

4) 1720 N E ST -000S009050009040

5) 800 BLK W AVERY ST – 000S009050010040

6) 838 W MALLORY ST -000S009050024040

7) 800 BLK W MALLORY ST -000S009050022040

8) 800 BLK W MALLORY ST -000S009050019040

9) 1201 W MORENO ST - 000S009050017076

10) 1000 W MORENO ST - 000S009050001058

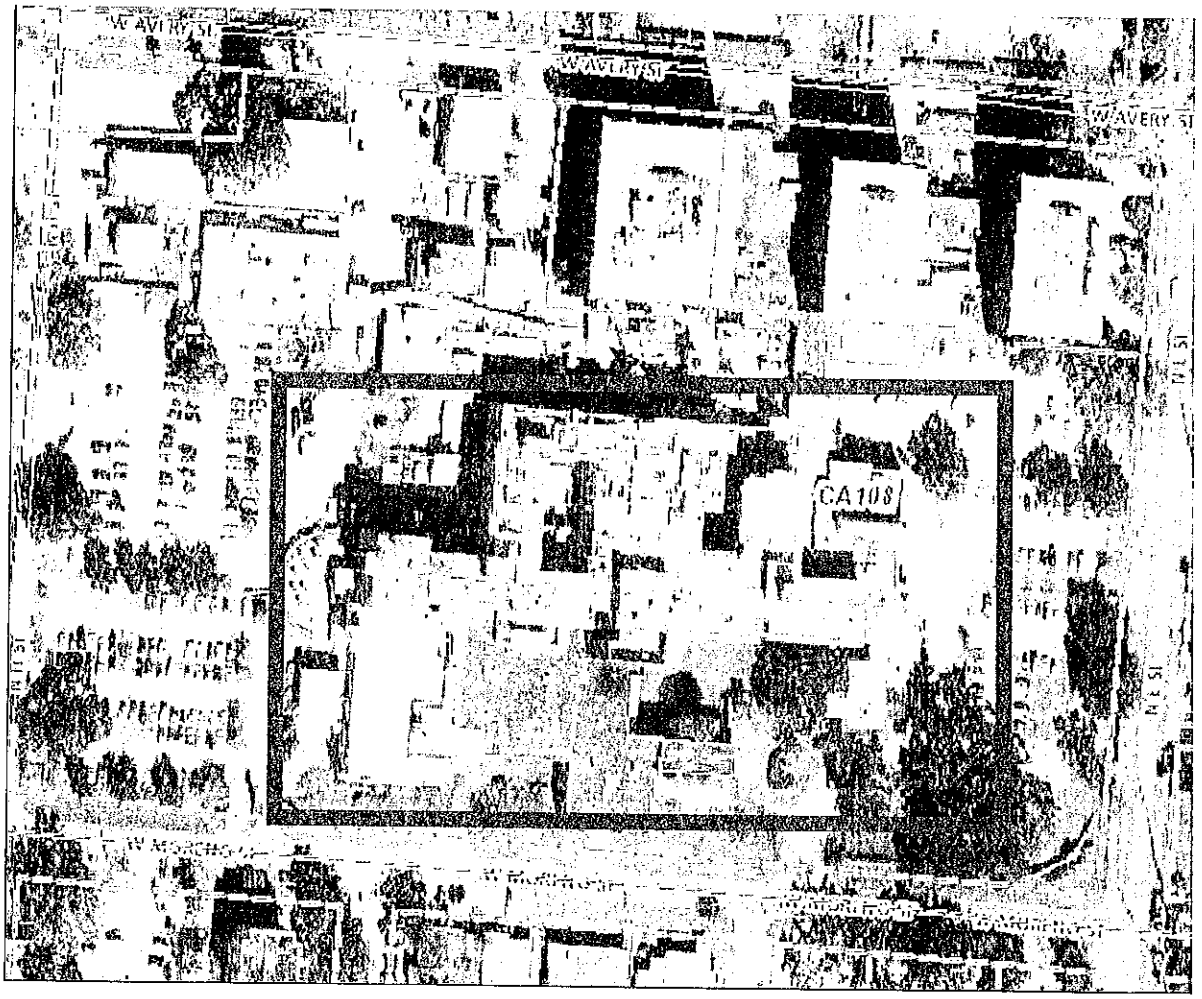
11) 800 BLK W LAKEVIEW AVE – 182S306000001009

12) 800 BLK W LAKEVIEW AVE – 182S306000002009

13) 821 W LAKEVIEW AVE - 182S306000004009

EXHIBIT C

That certain portion of Parcel ID 000S009050001058 located between W Avery Street, N H Street, W Moreno Street, and N E Street commonly described as 1000 W Moreno Street, Pensacola, Florida 32501, as more particularly depicted below:



FIRST AMENDMENT TO DONATION AGREEMENT BY AND BETWEEN THE BAPTIST ENTITIES AND THE CITY OF PENSACOLA

THIS FIRST AMENDMENT TO DONATION AGREEMENT ("**First Amendment**") is made by and between BAPTIST HEALTH CARE, INC., a Florida not for profit corporation, BAPTIST HEALTH VENTURES, INC., a Florida corporation, and their successors and assigns (individually, collectively and interchangeable, the "**Baptist Entities**") and THE CITY OF PENSACOLA, FLORIDA, a municipal corporation of the State of Florida (the "**City**").

W I T N E S S E T H:

WHEREAS, Baptist Entities and the City entered into that certain Donation Agreement dated April 6, 2025, relating to certain real property located generally between N. Pace Boulevard, W. Hernandez Avenue, N. D Street, and W. Lee Street in Pensacola, Escambia County, Florida, as more particularly described therein (the "**Agreement**");

WHEREAS, Baptist Entities and the City wish to amend certain portions of said Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Agreement is hereby amended as follows:

   a. Exhibit A to the Agreement is deleted in its entirety and replaced with Exhibit A, attached hereto.

   b. Exhibit B to the Agreement is deleted in its entirety and replaced with Exhibit B, attached hereto.

   c. "Closing Agent" is revised to be Emmanuel, Sheppard & Condon, 30 South Spring Street, Pensacola, Florida 32502.

2. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

3. Except as amended herein, the terms of the Agreement shall remain in full force and effect.

[Separate signature pages follow.]

IN WITNESS WHEREOF, parties have executed this First Amendment as of the dates of their respective signatures below.

CITY OF PENSACOLA,
a Florida municipal corporation

ATTEST:

_____
Ericka L. Burnett,
City Clerk

By: _____
D.C. Reeves, Mayor

AFFIX CITY SEAL

Date signed:_____

Approved as to content:

_____
Erica Grancagnolo,
Economic Development Director

Approved as to form and legal sufficiency:

_____
Adam Cobb, City Attorney

[A separate signature page follows.]

BAPTIST HEALTH CARE, INC., a Florida not for profit corporation

By:_____
Mark Faulkner, President and CEO

Date:_____

BAPTIST HEALTH VENTURES, INC., a Florida corporation

_____
Elizabeth Callahan, Secretary

Date:_____

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PARCEL LIST – LAND

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BAPTIST REAL ESTATE

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4) 800 BLK W LAKEVIEW AVE – 182S306000001009

5) 800 BLK W LAKEVIEW AVE – 182S306000002009

6) 821 W LAKEVIEW AVE - 182S306000004009

Docusign Envelope ID: 07F156D4-A9F8-4729-B430-8B0307F48058

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a Florida municipal corporation

ATTEST:

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Ericka L. Burnett,
City Clerk

By: _____
D.C. Reeves, Mayor

AFFIX CITY SEAL

Date signed:_____

Approved as to content:

_____
Erica Grancagnolo,
Economic Development Director

Approved as to form and legal sufficiency:

_____
Adam Cobb, City Attorney

[A separate signature page follows.]

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BAPTIST HEALTH CARE, INC., a Florida not for profit corporation

By:_____
Mark Faulkner, President and CEO

Date: 9/8/25

BAPTIST HEALTH VENTURES, INC., a Florida corporation

Signed by:
Elizabeth C Callahan
A08CA39C67A643F...
Elizabeth Callahan, Secretary

Date: 9/8/2025 | 12:55 PM CDT

Docusign Envelope ID: 07F156D4-A9F8-4729-B430-8B0307F48058

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