



City of Pensacola

City Council

Agenda Conference

Agenda

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

October 6, 2025, 3:30 PM

Hagler-Mason Conference Room, 2nd Floor

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

ROLL CALL

PRESENTATION ITEMS

1. 25-1281 BAPTIST LEGACY CAMPUS UPDATE

Recommendation: That City Council receive a presentation from Economic Development Director Grancagnolo providing an update on the Baptist Legacy Campus project.

Sponsors: DC Reeves, Mayor

Attachments: *Presentation*

REVIEW OF CONSENT AGENDA ITEMS

2. 25-1107 AIRPORT - EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR SERVICE TO THE RUNWAY APPROACH LIGHT SYSTEM

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

Sponsors: DC Reeves, Mayor

Attachments: *Easement Agreement with FP&L For MALSR*
Easement Depiction with FP&L For MALSR

3. 25-1109 AIRPORT - EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY TO RELOCATE SERVICE ON PROJECT TITAN ELEMENT 2 SITE

Recommendation: That City Council approve the utility easement agreement for

underground utility lines and new utility pole installed by Florida Power & Light Company to reroute service from Executive Plaza Drive to the Project Titan Element 2 Site. Further, that City Council authorizes the Mayor to take all actions necessary to execute and administer the utility easement agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Easement Agreement with FP&L For Pole*
Easement Depiction with FP&L For Pole

4. 25-1323 AWARD OF BID NO. 25-026 - FUEL TANKS REPLACEMENT PROJECT

Recommendation: That City Council award Bid no. 25-038 Fuel Tanks Replacement to SPATCO Energy Solutions, LLC of Charlotte, North Carolina, the lowest and most responsible bidder, with a base bid of \$368,977.00 for a total of \$368,977.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Proposal from Spatco Energy Solutions*
Tabulation of Bids
Contract
Addendum 1

**5. 25-1307 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL
PRESIDENT JARED MOORE - DISTRICT 4**

Recommendation: That City Council approve funding of \$2,000 to OnBikes Pensacola, \$2,000 to Big Brothers Big Sisters of Northwest Florida and \$1,000 to Rally! Foundation for Childhood Cancer Research from the City Council Discretionary Funds for District 4.

Sponsors: Jared Moore, Council President

Attachments: *None*

REVIEW OF REGULAR AGENDA ITEMS

**6. 25-1251 REQUEST FOR CODE ENFORCEMENT LIEN REDUCTION - 211 WEST
CERVANTES STREET**

Recommendation: That City Council suspend enforcement of the code enforcement lien on the property referenced below for a period of up to twenty-four (24) months from the date of Council action and agree to release said liens

upon issuance of a Certificate of Occupancy (CO), provided such CO is issued within that time:

- 211 West Cervantes Street, Property Account # 131219000

Further, that City Council authorize the Mayor to take all actions necessary to execute any documents related to the release of liens, consistent with the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Application for Code Enforcement Lien Reduction - 211 W Cervantes*
DRAFT: Code Lien Reduction Program

7. 25-1252 REQUEST FOR CODE ENFORCEMENT LIEN REDUCTION - 2325 NORTH HAYNE STREET

Recommendation: That City Council consider an application to reduce the code enforcement lien on the property referenced below to any extent authorized by Council.

- 2325 North Hayne St., Property Account # 134103000

Further, if a reduction is granted, that City Council authorize the Mayor to take all actions necessary to execute any documents related to the reduction of liens consistent with the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Application for Code Enforcement Lien Reduction - 2325 N Hayne St*
Petition to Reduce Code Enforcement and Improvement - Lien Elliott, Beverly - 2325 N. Hayne Street
DRAFT - Code Lien Reduction Program

8. 25-1315 RESOLUTION NO. 2025-67 - ADOPTING A CYBERSECURITY STANDARD FOR THE CITY OF PENSACOLA

Recommendation: That City Council adopt Resolution No. 2025-67:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA,
ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND
TECHNOLOGY'S CYBERSECURITY FRAMEWORK AS THE
CYBERSECURITY STANDARD FOR THE CITY OF PENSACOLA,

FLORIDA; PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Resolution 2025-67 - Cybersecurity Standard*

9. 25-1317 RESOLUTION NO. 2025-68 - RECOGNIZING FLORIDA CITY GOVERNMENT WEEK

Recommendation: That City Council adopt Resolution No. 2025-68:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 20TH THROUGH OCTOBER 26TH, 2025, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Charles Bare, Council Member

Attachments: *Resolution No. 2025-68*

10. 25-1312 PROPOSED ORDINANCE NO. 19-25 - REPEALING SECTION 2-1-4 OF THE CITY CODE REGARDING COMPENSATION OF CITY COUNCIL MEMBERS

Recommendation: That City Council approve Proposed Ordinance No. 19-25 on first reading.

AN ORDINANCE REPEALING SECTION 2-1-4 OF THE CITY CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Charles Bare, Council Member

Attachments: *Proposed Ordinance No. 19-25*
Business Impact Estimate

11. 25-1314 PROPOSED ORDINANCE NO. 21-25 AMENDING SECTION 2-3-2 - NAMING CITY PROPERTY OF THE CITY CODE

Recommendation: That City Council approve Proposed Ordinance No. 21-25 on first reading:

AN ORDINANCE AMENDING SECTION 2-3-2 – NAMING CITY PROPERTY OF THE CITY CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Charles Bare, Council Member

Attachments: *Proposed Ordinance No. 21-25*

- 12.** 25-1335 PROPOSED ORDINANCE NO. 18-25 - AMENDING SECTION 10-4-17 - SCHEDULE OF RATES AND CHARGES FOR THE SALE OF NATURAL GAS

Recommendation: That City Council adopt Proposed Ordinance No. 18-25 on second reading:

AN ORDINANCE AMENDING SECTION 10-4-17 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA ADJUSTING RATES AND CHARGES FOR THE SALE OF NATURAL GAS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 18-25*
Proposed Ord No. 18-25 Business Impact Estimate

CONSIDERATION OF ANY ADD-ON ITEMS

DISCUSSION ITEMS

- 13.** 25-1273 COUNCIL ROLE IN DEVELOPMENT / APPROVAL OF LEGISLATIVE PRIORITIES

Recommendation: That City Council have a discussion regarding the Council's role in the development / approval of the Legislative Priorities for the City.

Sponsors: Charles Bare, Council Member

Attachments: *None*

READING OF ITEMS FOR COUNCIL AGENDA

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1281

Agenda Conference

10/6/2025

PRESENTATION

SPONSOR: DC Reeves, Mayor

SUBJECT:

BAPTIST LEGACY CAMPUS UPDATE

RECOMMENDATION:

That City Council receive a presentation from Economic Development Director Grancagnolo providing an update on the Baptist Legacy Campus project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 29, 2025 City and Baptist Health Care completed the donation of approximately 41 acres of the Baptist Legacy Campus. This item allows for an update to be provided to City Council.

PRIOR ACTION:

September 29, 2025 -- The City of Pensacola & Baptist Hospital closed on the donation agreement

FUNDING:

N/A

FINANCIAL IMPACT:

None for this presentation

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator

Erica Grancagnolo, Economic Development Director
Don Kraher, Council Executive

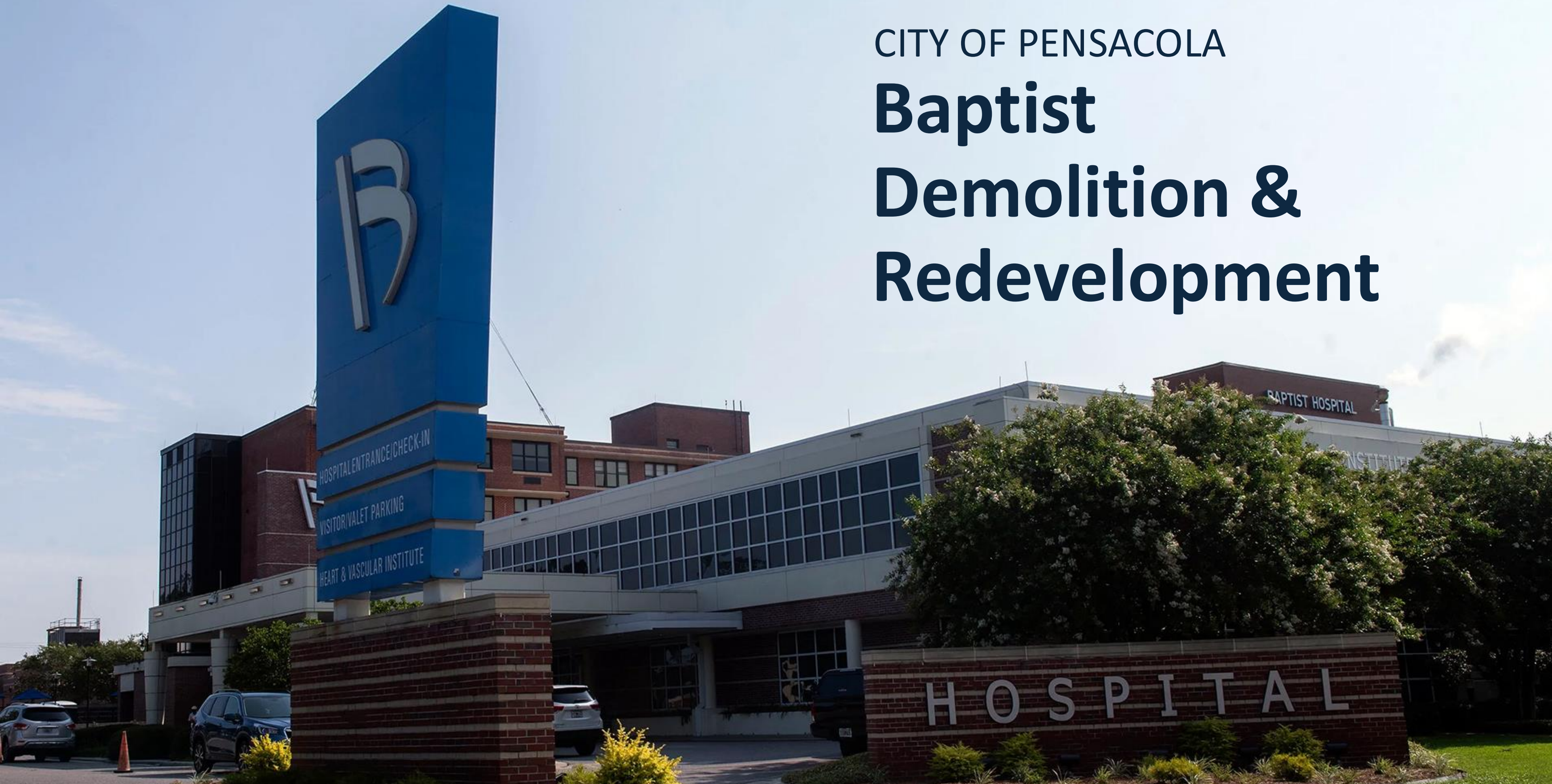
ATTACHMENTS:

1. Presentation

PRESENTATION: No

CITY OF PENSACOLA

Baptist Demolition & Redevelopment





Closed September 29th !

A Transformational Project



“As we take down these walls, we are not erasing history. We’re laying the foundation for Hope. What once served as a place of healing will rise again as a place of living, reminding us that every ending carries within it the promise of a new beginning.” Councilman Delarian Wiggins



Baptist Redevelopment

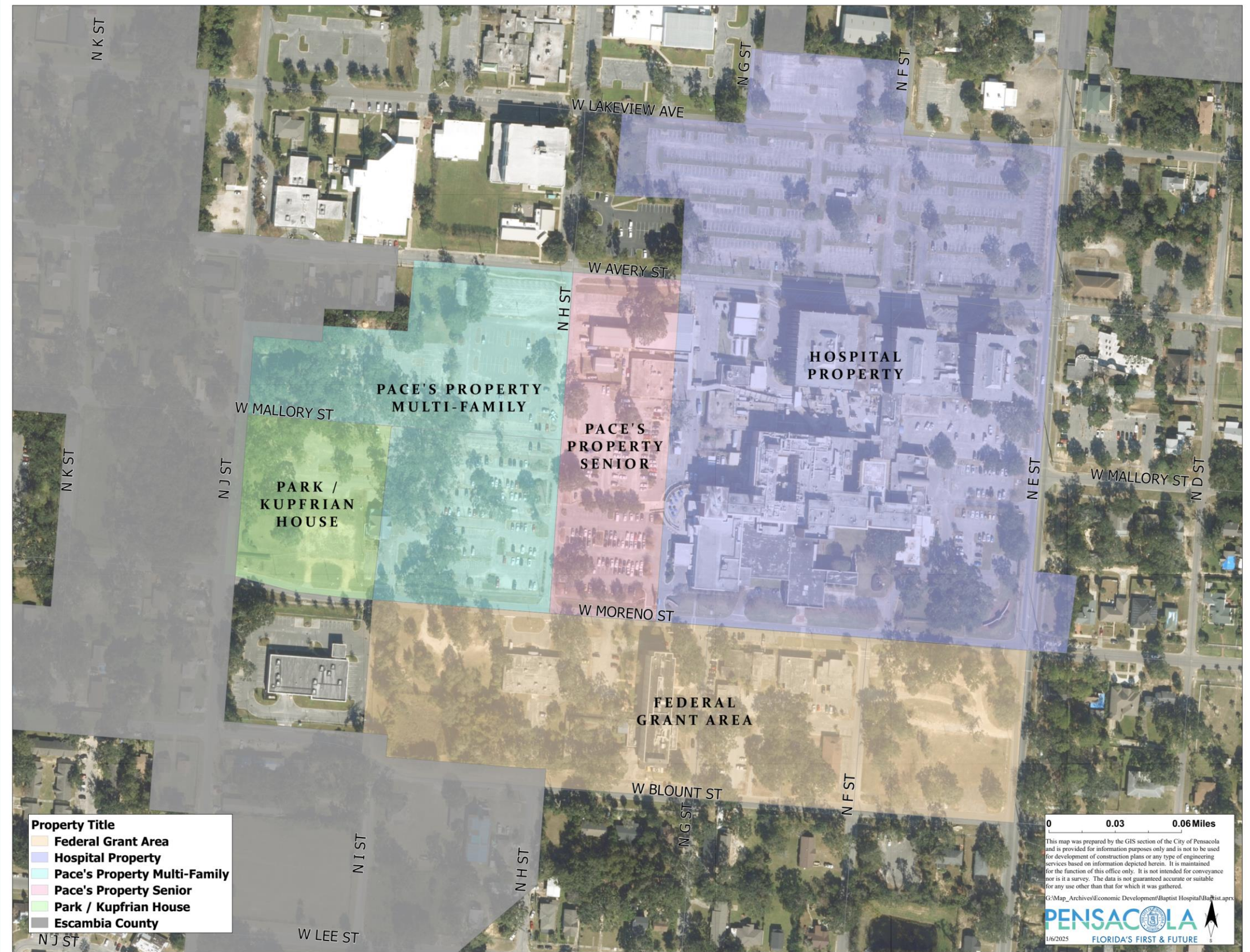
A Transformational Project

Approx 41-acre to the City

- Mixed Income Housing
- Education
- Workforce Facilities
- Commercial/Retail

12 acres to Paces Group

- Senior Living Center
- Multi Family housing

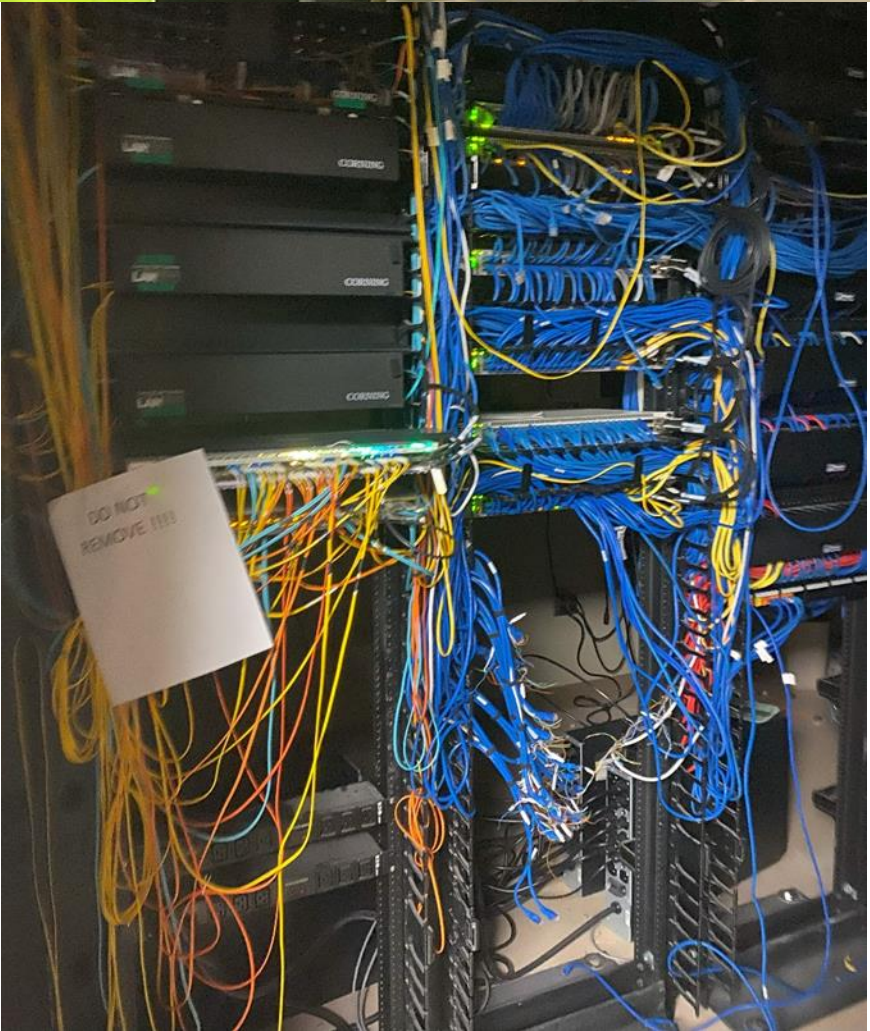


Due Diligence

Completed
2023-2025



Due Diligence Critical Path Items	Status
Procure Technical Advisor (Geosyntec)	Complete
Execute Access Agreement	Complete
Geosyntec Walkthrough	Complete
Phase 1 and Phase 2	Complete
Hazardous materials Survey	Complete
Identification of Items to be removed by Baptist	Complete
Title and Survey Work	Complete





Next Steps

A Strategic Approach

Council/CRA agenda - **October**

- Appropriation of Funds

Council/CRA agenda - **November**

- Demo Contract
- Owners Rep Contract
- Transfer of Westside CRA Funds

Council/CRA agenda – **December**

- Redevelopment Advisor Contract





Timeline for Demo

3 phases

Paces Project

- Demo activities October 2025
- Construction early 2026

Baptist Main Campus

- Demo begins December 2025
- Demo complete no later than June 2027

Baptist South of Moreno

- Demo begins 2026





Items of Importance

Oct - Dec

- Security
Continuation of 24-hour on-site security
- Landscaping
- Utilities (fire suppression)
- Kupfrian House Assessment, Protection and Restoration
- Outreach
Mayor holding listening sessions





Redevelopment Advisor/ Outreach

We invite experienced advisory teams to submit proposals demonstrating their expertise in large-scale, mixed-use urban development, stakeholder coordination, and project delivery within a public-private partnership framework.



The consultant will (RFP)

- Serve as a strategic advisor to the City, offering expert guidance on how to advance the redevelopment of the Baptist Hospital legacy campus.
- Assist the City in evaluating redevelopment opportunities, engaging stakeholders, and structuring key partnerships to guide implementation.
- Support a process that honors the site's history, meets community needs, and promotes long-term sustainability.
- Design and implement a robust, inclusive stakeholder engagement strategy to ensure redevelopment reflects local priorities.



Budget

Once contract amounts are finalized, staff will bring request for transfer of funds within the Westside CRA district

Available Funding

Demo Funding – Main Campus

Florida Commerce Grant (City)	\$7,000,000
Baptist Hospital Contribution	\$3,000,000
Proceeds from Paces Sale	\$2,815,822
City/CRA Contribution	\$1,000,000
Total	\$13,815,822

Demo Funding – South of Moreno St

CDBG Grant (City)	\$5,000,000
Total	\$5,000,000

Anticipated Project Costs

Tentative Demo Project Costs

Northstar Contract	\$13,498,800
Anticipated Owners Rep	\$990,000
Due Diligence and Carrying Costs	\$600,000
Total	\$15,088,800

Redevelopment Advisor

Redevelopment Contract	RFP selection Nov
Total	

QUESTIONS?

ERICA GRANCAGNOLO
erica@cityofpensacola.com





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1107

Agenda Conference

10/6/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR SERVICE TO THE RUNWAY APPROACH LIGHT SYSTEM

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Florida Power & Light Company requires an easement covering the location of the underground utility lines servicing the Medium Intensity Approach Light System with Runway Alignment Indicator Lights (MALSR) system to Runway 17. The power to this approach light system was rerouted as 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 MALSR
2. Easement Depiction with FP&L For MALSR

PRESENTATION: No

Work Request No. 12867578

UNDERGROUND EASEMENT (BUSINESS)

Sec. 14, Twp 1, Rge 29

Parcel I.D. 331S305101000000
(Maintained by County Appraiser)

This Instrument Prepared By

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

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:

Reserved for Circuit Court

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:

City of Pensacola

(Witness' Signature)
Print Name: _____
(Witness)
Print Address: _____

By: _____
Print Name: _____
Print Title: _____
Print Address: _____

(Signature)
Print Name: _____
(Airport Director)
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

A 10.00 FEET WIDE UTILITY EASEMENT, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 86 DEGREES 54 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 675.88 FEET; THENCE DEPART SAID NORTH LINE SOUTH 03 DEGREES 05 MINUTES 02 SECONDS WEST A DISTANCE OF 29.09 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34 DEGREES 27 MINUTES 14 SECONDS EAST A DISTANCE OF 5.57 FEET; THENCE SOUTH 61 DEGREES 01 MINUTES 02 SECONDS EAST A DISTANCE OF 5.39 FEET; THENCE SOUTH 84 DEGREES 02 MINUTES 40 SECONDS EAST A DISTANCE OF 42.00 FEET; THENCE SOUTH 71 DEGREES 08 MINUTES 22 SECONDS EAST A DISTANCE OF 41.52 FEET; THENCE SOUTH 49 DEGREES 57 MINUTES 08 SECONDS EAST A DISTANCE OF 85.27 FEET; THENCE SOUTH 38 DEGREES 16 MINUTES 23 SECONDS EAST A DISTANCE OF 54.76 FEET; THENCE SOUTH 25 DEGREES 12 MINUTES 12 SECONDS EAST A DISTANCE OF 115.37 FEET; THENCE SOUTH 33 DEGREES 05 MINUTES 33 SECONDS EAST A DISTANCE OF 119.88 FEET; THENCE SOUTH 35 DEGREES 27 MINUTES 19 SECONDS EAST A DISTANCE OF 78.69 FEET TO THE CENTER OF A 2.5'x4' WIRE PULL BOX WITH A 15.0 FEET WIDE RADIUS; THENCE SOUTH 34 DEGREES 29 MINUTES 01 SECONDS EAST A DISTANCE 101.42 FEET; THENCE SOUTH 31 DEGREES 13 MINUTES 07 SECONDS EAST A DISTANCE OF 141.72 FEET; THENCE SOUTH 23 DEGREES 46 MINUTES 44 SECONDS EAST A DISTANCE OF 122.42 FEET; THENCE SOUTH 18 DEGREES 19 MINUTES 42 SECONDS EAST A DISTANCE OF 77.15 FEET; THENCE SOUTH 21 DEGREES 31 MINUTES 30 SECONDS EAST A DISTANCE OF 51.17 FEET; THENCE SOUTH 19 DEGREES 29 MINUTES 44 SECONDS EAST A DISTANCE OF 55.77 FEET; THENCE SOUTH 24 DEGREES 26 MINUTES 09 SECONDS EAST A DISTANCE OF 30.65 FEET TO A POINT OF TERMINUS WITH A 15.00 FEET WIDE RADIUS. THE EASEMENT GRANTED HERETO BEING SUBJECT TO SUBORDINATION TO ALL FEDERAL AVIATION ADMINISTRATION GRANT ASSURANCES.



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

September 4, 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 Number: 331S305101000000

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 Airport airfield approach lighting.
2. Any construction, installation, maintenance and/or repair work performed at or about the Easement Area by or on behalf of FPL, including, without limitation, installation and construction of the Facilities, shall be performed in compliance with all applicable permits, laws, ordinances, regulations and orders. The Easement shall be subject and subordinate to matters of record as of the effective date of the Easement, Owner’s present and future obligations as the sponsor of the Airport and Owner’s present and future bond obligations, including but not limited to agreements between the Owner and Federal Aviation Administration regarding operation and maintenance of the Owner’s property, said agreements being conditional for receipt of federal development funds by the Owner. Owner shall be solely responsible at Owner’s sole cost and expense for compliance with Owner’s present and future obligations as the sponsor of the Airport and Owner’s present and future bond obligations, including but not limited to agreements between the Owner and Federal Aviation Administration regarding operation and maintenance of the Owner’s property
3. FPL shall notify Owner when entering onto Owner’s property by calling the Airport Operations Center (“AOC”) and shall notify AOC when leaving Owner’s property. Additionally, if the work required to be performed is within the airfield perimeter fence, AOC will dispatch appropriate personnel to provide escort to FPL or their designee, and neither FPL nor its designee shall enter any area within the airfield perimeter fence without such escort.
4. In the event that FPL needs to install communication lines or communication equipment on Owner’s property or intends to allow any other person to install communication equipment or to use the Easement for any purpose, FPL will submit a Facility Change Request (FCR) to the Owner before any communications lines or equipment may be installed or the Easement is used by any other person. The Owner will evaluate the proposed communications lines and equipment to ensure said communications lines and equipment do not interfere with flight navigation equipment utilized on Owner’s property or flight navigation equipment installed in aircraft arriving to or departing from Owner’s property. FPL shall not install communications lines or equipment on



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

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

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

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

Respectfully,

Stephen Rhodes
Area Real Estate Manager

APPROVED AS TO CONTENT:

Pensacola International Airport

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

AGREED TO AND ACCEPTED BY:

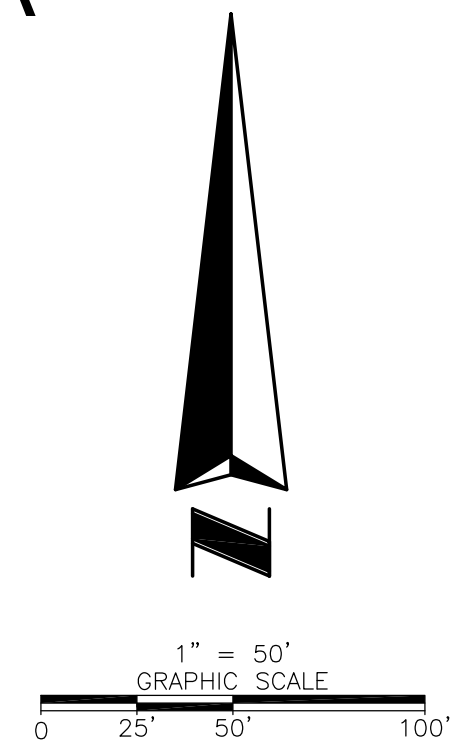
City of Pensacola

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

LEGAL AND VALID AS DRAWN:

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

EXHIBIT "A"



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

—? ?— = LINE DRAWN TO A BROKEN SCALE

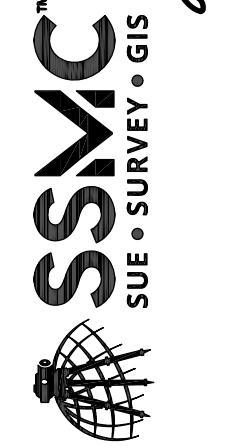
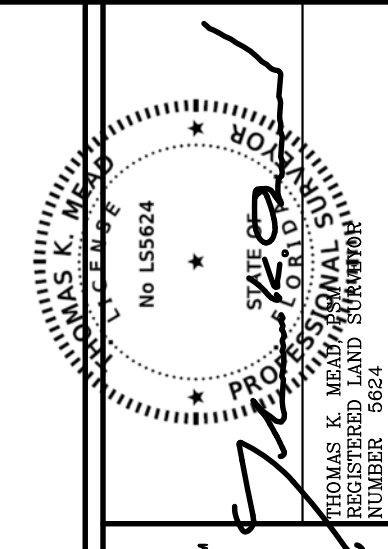
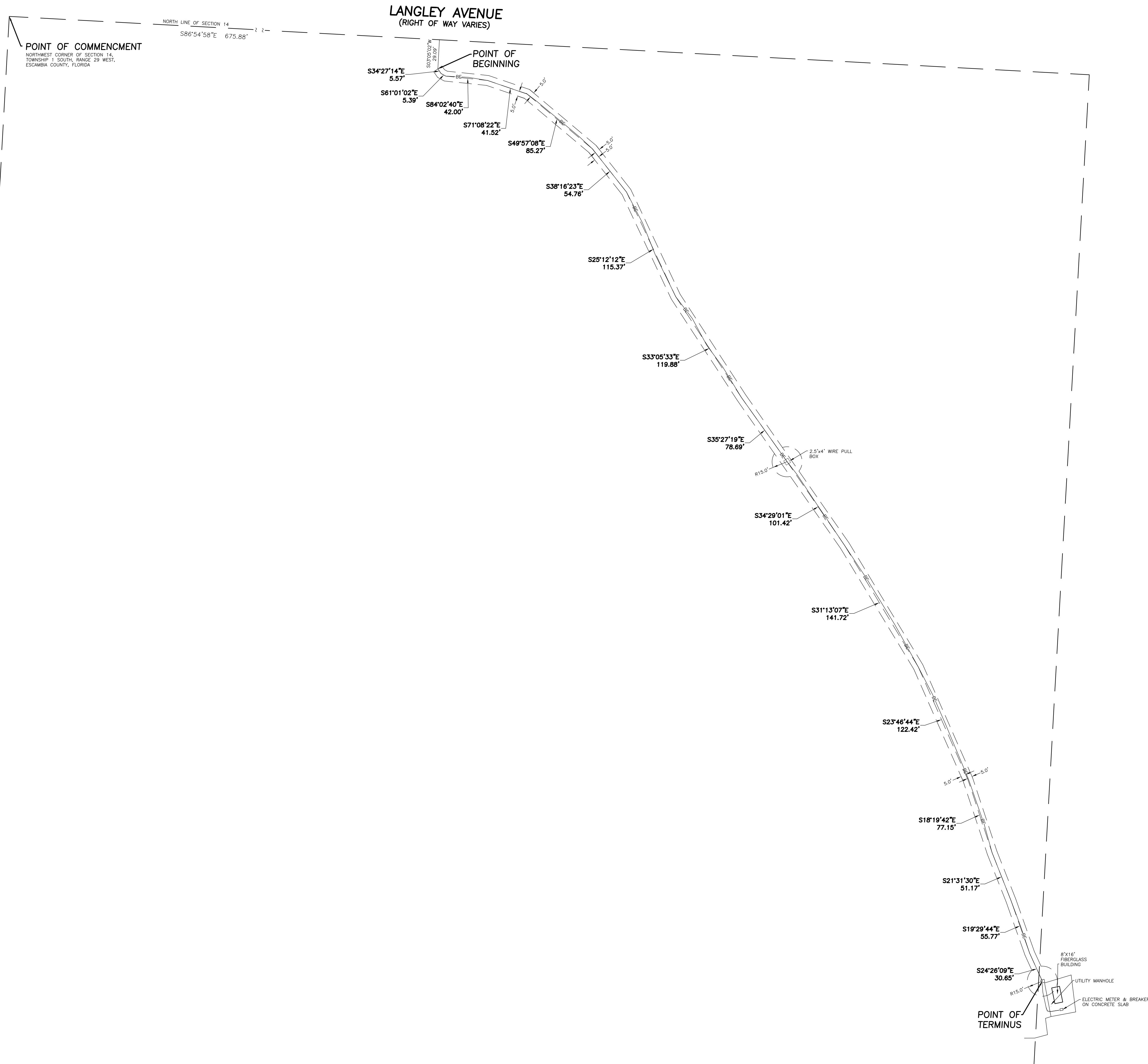
DESCRIPTION (BY THIS SURVEYOR)

A 10.00 FEET WIDE UTILITY EASEMENT, LYING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBA COUNTY, FLORIDA; THENCE SOUTH 86 DEGREES 54 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 175.88 FEET; THENCE SOUTH 86 DEGREES 54 MINUTES 58 SECONDS WEST A DISTANCE OF 29.09 FEET TO A POINT OF BEGINNING; THENCE SOUTH 34 DEGREES 27 MINUTES 14 SECONDS EAST A DISTANCE OF 5.57 FEET; THENCE SOUTH 61 DEGREES 01 MINUTES 02 SECONDS EAST A DISTANCE OF 5.57 FEET; THENCE SOUTH 61 DEGREES 01 MINUTES 02 SECONDS EAST A DISTANCE OF 42.00 FEET; THENCE SOUTH 71 DEGREES 08 MINUTES 22 SECONDS EAST A DISTANCE OF 41.52 FEET; THENCE SOUTH 49 DEGREES 57 MINUTES 08 SECONDS EAST A DISTANCE OF 85.27 FEET; THENCE SOUTH 49 DEGREES 57 MINUTES 08 SECONDS EAST A DISTANCE OF 115.37 FEET; THENCE SOUTH 33 DEGREES 05 MINUTES 33 SECONDS EAST A DISTANCE OF 119.88 FEET; THENCE SOUTH 35 DEGREES 27 MINUTES 19 SECONDS EAST A DISTANCE OF 78.12 FEET; THENCE SOUTH 35 DEGREES 27 MINUTES 19 SECONDS EAST A DISTANCE OF 16.10 FEET TO A POINT OF BEGINNING OF A BOX WITH A 15.00 FEET WIDE RADIUS; THENCE SOUTH 34 DEGREES 29 MINUTES 02 SECONDS EAST A DISTANCE OF 101.42 FEET; THENCE SOUTH 31 DEGREES 13 MINUTES 07 SECONDS EAST A DISTANCE OF 141.72 FEET; THENCE SOUTH 23 DEGREES 46 MINUTES 44 SECONDS EAST A DISTANCE OF 122.42 FEET; THENCE SOUTH 23 DEGREES 46 MINUTES 44 SECONDS EAST A DISTANCE OF 55.77 FEET; THENCE SOUTH 21 DEGREES 31 MINUTES 30 SECONDS EAST A DISTANCE OF 51.17 FEET; THENCE SOUTH 19 DEGREES 29 MINUTES 44 SECONDS EAST A DISTANCE OF 55.77 FEET; THENCE SOUTH 24 DEGREES 26 MINUTES 09 SECONDS EAST A DISTANCE OF 30.65 FEET TO A POINT OF TERMINUS WITH A 15.00 FEET WIDE RADIUS.

SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON SOUTH 86 DEGREES 54 MINUTES 58 SECONDS CERT EASY BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM.
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.



**SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION**
4400. BAYOU BOULEVARD, UNIT 40
PENSACOLA, FLORIDA 32503
(850) 332-1440
e-mail: info@southeasternsurveying.com
Certification Number LB2108

BY	REVISION	REVISION DATE
	ADDED WIRE PULL BOX AND REVISED LEGAL	03/12/2025

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

Field Date:	N/A	Drawn By:	V/W	Scale:	" = 50'
Project: PENSACOLA AIRPORT UTILITY EASEMENT PENSACOLA, FLORIDA					
SKETCH AND LEGAL DESCRIPTION					

Certified to:

CITY OF PENSACOLA

DRAWING NUMBER
64463011
SHEET
NUMBER
1 OF 1

Project Titan Element 2
FPL Runway Approach Light Easement





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1109

Agenda Conference

10/6/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY TO RELOCATE SERVICE ON PROJECT TITAN ELEMENT 2 SITE

RECOMMENDATION:

That City Council approve the utility easement agreement for underground utility lines and new utility pole installed by Florida Power & Light Company to reroute service from Executive Plaza Drive to the Project Titan Element 2 Site. Further, that City Council authorizes the Mayor to take all actions necessary to execute and administer the utility easement agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Florida Power & Light Company requires an easement covering the location of the underground utility lines and new utility pole on the Project Titan Element 2 site. The overhead utility lines along Executive Plaza Drive must be rerouted as a necessary part of the site development for Project Titan Element 2.

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 Pole
2. Easement Depiction with FP&L For Pole

PRESENTATION: No

Work Request No. 14068862

Sec. 14, Twp 1, Rge 29

Parcel I.D. 141S292200000002
(Maintained by County Appraiser)

EASEMENT (BUSINESS)

This Instrument Prepared By

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

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 overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to 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 heretofore described, 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 SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 03 DEGREES 12 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 103.78 FEET TO AN INTERSECTION WITH A NORTHERLY PROJECTION OF THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 8889, PAGE 833 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE DEPART SAID WEST LINE SOUTH 68 DEGREES 45 MINUTES 46 SECONDS EAST ALONG SAID NORTHERLY PROJECTION A DISTANCE OF 48.76 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 8889, PAGE 833 ON THE EASTERLY RIGHT OF WAY LINE OF TIPPIN AVENUE (92' RIGHT OF WAY); THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE AND CONTINUE SOUTH 68 DEGREES 45 MINUTES 46 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 75.70 FEET; THENCE NORTH 03 DEGREES 46 MINUTES 18 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 8.30 FEET; THENCE SOUTH 75 DEGREES 53 MINUTES 26 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 98.49 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EXECUTIVE PLAZA ROAD (60' RIGHT OF WAY) FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 11 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 111.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID EXECUTIVE PLAZA ROAD; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE SOUTH 01 DEGREES 48 MINUTES 35 SECONDS EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 25 SECONDS WEST A DISTANCE OF 111.16 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 35 SECONDS WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. THE EASEMENT GRANTED HEREIN BEING SUBORDINATE TO FEDERAL AVIATION ADMINISTRATION GRANT ASSURANCES.



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

September 4, 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 Number: 141S292200000002 & 141S2922000008005

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 allows for a utility pole on airport property to be relocated by FPL as needed for development of aircraft maintenance hangars at the Pensacola International Airport (“Airport”).
2. Any construction, installation, maintenance and/or repair work performed at or about the Easement Area by or on behalf of FPL, including, without limitation, installation and construction of the Facilities, shall be performed in compliance with all applicable permits, laws, ordinances, regulations and orders. The Easement shall be subject and subordinate to matters of record as of the effective date of the Easement, Owner’s present and future obligations as the sponsor of the Airport and Owner’s present and future bond obligations, including but not limited to agreements between the Owner and Federal Aviation Administration regarding operation and maintenance of the Owner’s property, said agreements being conditional for receipt of federal development funds by the Owner. Owner shall be solely responsible at Owner’s sole cost and expense for compliance with Owner’s present and future obligations as the sponsor of the Airport and Owner’s present and future bond obligations, including but not limited to agreements between the Owner and Federal Aviation Administration regarding operation and maintenance of the Owner’s property
3. FPL shall notify Owner when entering onto Owner’s property by calling the Airport Operations Center (“AOC”) and shall notify AOC when leaving Owner’s property. Additionally, if the work required to be performed is within the airfield perimeter fence, AOC will dispatch appropriate personnel to provide escort to FPL or their designee, and neither FPL nor its designee shall enter any area within the airfield perimeter fence without such escort.
4. In the event that FPL needs to install communication lines or communication equipment on Owner’s property or intends to allow any other person to install communication equipment or to use the Easement for any purpose, FPL will submit a Facility Change Request (FCR) to the Owner before any communications lines or equipment may be installed or the Easement is used by any other person. The Owner will evaluate the proposed communications lines and equipment to ensure said communications lines and equipment do not interfere with flight navigation equipment utilized on Owner’s property or flight navigation equipment installed in aircraft arriving to or departing from Owner’s property. FPL shall not install communications lines or equipment on



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

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

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

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

Respectfully,

Stephen Rhodes
Area Real Estate Manager

APPROVED AS TO CONTENT:

Pensacola International Airport

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

AGREED TO AND ACCEPTED BY:

City of Pensacola

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

LEGAL AND VALID AS DRAWN:

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

THIS IS NOT A SURVEY.
FOR VISUAL PURPOSES ONLY

AND MAPPING CORPORATION
4400 BAYOU BOULEVARD, UNIT 40
PENSACOLA, FLORIDA 32503
(850) 332-1440
e-mail: info@southeasternsurveying.com
Certification Number LB2108

REVISION DATE	REVISION	BY

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

Project:

PENSACOLA INTERNATIONAL AIRPORT
PENSACOLA, FLORIDA

Field Date:

JULY 02, 2025

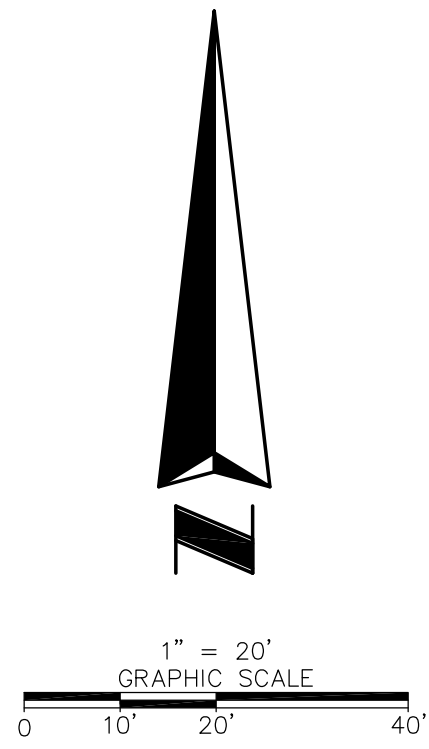
Drawn By:

VJW

Scale:

1" = 20'

DRAWING NUMBER
64463021
SHEET
NUMBER
OF 1

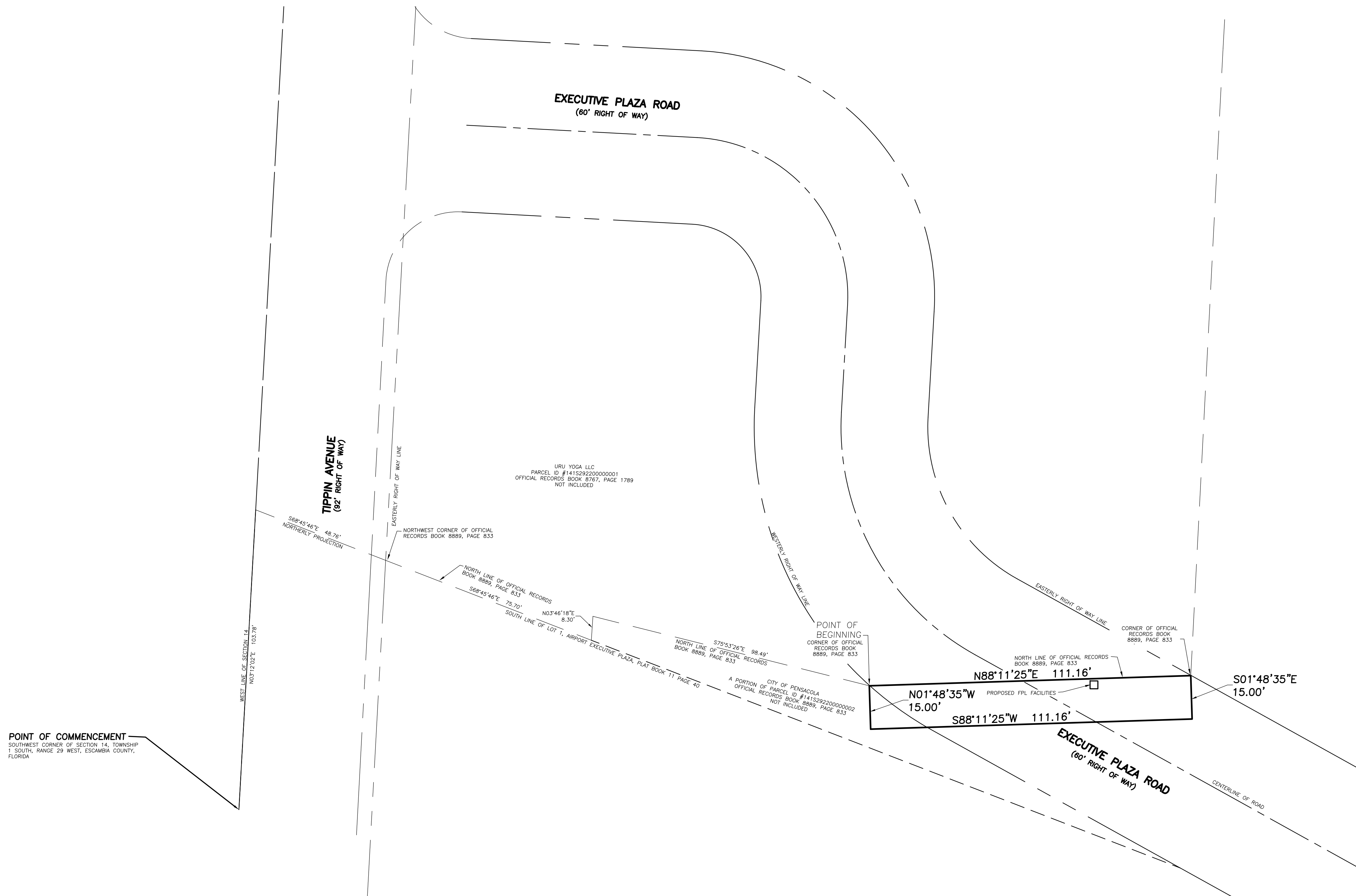


DESCRIPTION (BY THIS SURVEYOR):

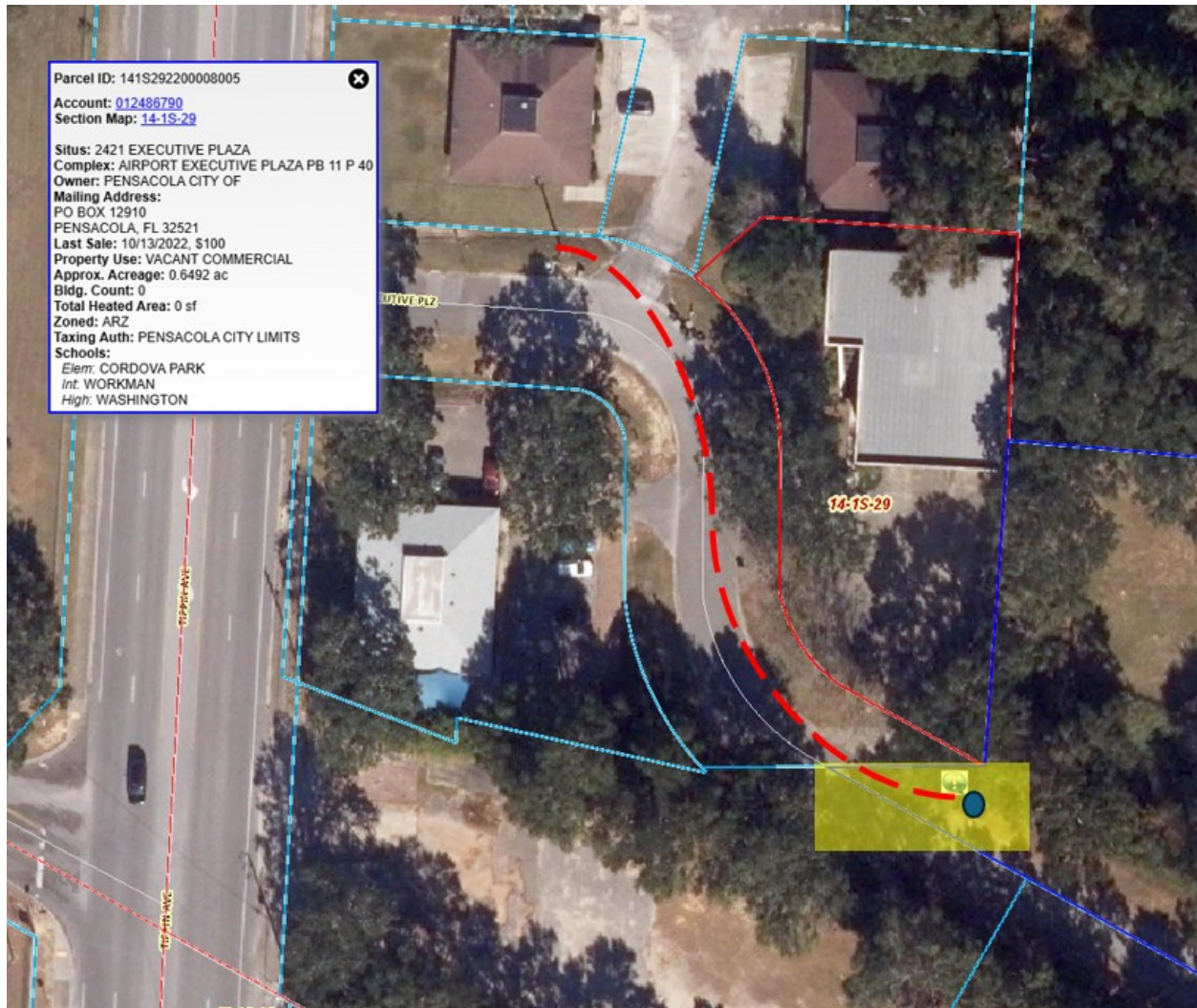
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBA COUNTY, FLORIDA; THENCE NORTH 03 DEGREES 12 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 103.78 FEET TO AN INTERSECTION WITH A NORTHERLY PROJECTION OF THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 8889, PAGE 833 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE DEPART SAID INTERSECTION POINT BY A BEARING OF 46 DEGREES 46 MINUTES 45 SECONDS EAST ALONG SAID PROJECTION A DISTANCE OF 48.76 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 8889, PAGE 833 ON THE EASTERLY RIGHT OF WAY LINE OF TIPPIN AVENUE, (92' RIGHT OF WAY); THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE AND CONTINUE SOUTH 68 DEGREES 45 MINUTES 46 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 75.70 FEET; THENCE NORTH 03 DEGREES 46 MINUTES 18 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 8.30 FEET; THENCE SOUTH 75 DEGREES 53 MINUTES 26 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 98.49 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EXECUTIVE PLAZA ROAD (60' RIGHT OF WAY) FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 11 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 111.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID AVENUE; THENCE DEPART SAID POINT OF BEGINNING BY A BEARING OF 46 DEGREES 46 MINUTES 45 SECONDS EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 25 SECONDS WEST A DISTANCE OF 111.16 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 35 SECONDS WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO NORTH 03 DEGREES 12 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SECTION 14 BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM.
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.



Project Titan Element 2
FPL Service Relocation Easement





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1323

Agenda Conference

10/6/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 25-026 - FUEL TANKS REPLACEMENT PROJECT

RECOMMENDATION:

That City Council award Bid no. 25-038 Fuel Tanks Replacement to SPATCO Energy Solutions, LLC of Charlotte, North Carolina, the lowest and most responsible bidder, with a base bid of \$368,977.00 for a total of \$368,977.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The project consists of removing and replacing four existing above ground fuel storage tanks at the City of Pensacola fueling station at 2759 N. Palafox Street. The existing two 12,000-gallon regular unleaded tank and two 12,000-gallon diesel tank will be replaced with a new 12,000-gallon double-walled tanks as the current ones are at the end of their life span and need replacement, including all associated piping, electrical, metering devices, and pumps. The work includes all necessary permitting, removal and disposal of existing tanks and installation of new tanks in compliance with state and federal regulations.

Bids for this project were received and publicly opened on August 6th, 2025. Six responsive bids were received. A bid tabulation is attached to this item for council review.

PRIOR ACTION:

FUNDING:

Budget:	\$380,800.00	Central Services Fund, Garage
Actual:	\$368,977.00	
	\$368,977.00	TOTAL

FINANCIAL IMPACT:

N/A

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

Dean Palag, Fleet Division Manager
Russell Sweatt, Facilities and Fleet Director
Clifford Collins Jr, Deputy City Administrator

ATTACHMENTS:

1. Proposal from Spatco Energy Solutions
2. Tabulation of Bids
3. Contract
4. Addendum 1

PRESENTATION: No

PROPOSAL
BID NO. 25-026

FUEL TANK REPLACEMENT PROJECT

Base Bid

Three Hundred Sixty Eight Thousand, Nine Hundred Seventy Seven Dollars & 00/ xx
(Written) (\$ 368,977.00)

Bid Security in the proper form and in the amount of \$_____ is submitted.

Dunns#/UEID: 11-771-1001 (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation
Contractor's Certification or Registration

No. CBC1264756 Expiration Date 08/31/2026

Survey: How did you obtain this solicitation?

City of Pensacola website Other ☐ Central Bidding ☐ Demandstar

Signature Kevin McKinney

Printed Name: Kevin McKinney Date: 04/30/2025

Company: Spatco Energy Solutions Title: Vice President

Telephone: 251-661-8800 Address: 3926 Halls Mill Road

Fax: _____ City: Mobile

E-mail: kevin.mckinney@spatco.com State: AL Zip: 36693

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: Spatco Energy Solutions

Vendor FEIN: 84-3846075 Phone Number: 251-661-8800

Vendor's Authorized Representative Name and Title: Kevin McKinney, Vice President

Address: 3926 Halls Mill Road

City: Mobile State: AL ZIP: 36693

Email Address: kevin.mckinney@spatco.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: Kevin McKinney

AUTHORIZED SIGNATURE

Print Name and Title: Kevin McKinney, Vice President

Date: 04/30/2025

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: Spatco Energy Solutions

Date: 04/30/2025

Authorized
Signature: Kevin McKinney

Printed Name: Kevin McKinney

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debarbs Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Spatco Energy Solutions

Company Name

Kevin McKinney

Authorized Signature

Kevin McKinney

Printed Name

04/30/2025

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 \$ _____, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

N/A

All work will be above ground using existing tank slab and existing piping. Health

Department will require \$50.00 per tank closure and Installation of new tanks. All

necessary forms will be submitted by Spatco Energy Solutions. NOTE: (\$200.00

closure cost for 4 tanks is included in Bid Proposal)

Kevin McKinney

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.

Kevin McKinney
Signature

Kevin McKinney
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: N/A	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Addendum Date: March 12, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

FUEL TANKS REPLACEMENT PROJECT

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: Spatco Energy Solutions Date: 04/30/2025

Authorized
Representative: Kevin McKinney Title: Vice President
Printed Name

Signature: *Kevin McKinney*

Questions and Answers

Q. Will the mandatory site meeting also be available via Zoom, or is in-person attendance required?

A. **The meeting is in person only and will be followed by a mandatory site tour.**

Q. Regarding the four fuel tanks requested for removal, are they underground or above-ground tanks?

A. **The tanks are above ground.**

Q. For the four tanks requested for installation, are they required to be UL-2085 or UL-142 ASTs?

A. **UL-142 AST.**

Q. Could you please provide the existing site plans & fuel plans for reference?

A. **We do not have any site plans or fuel plans. Vendors have previously completed a site inspection.**

Q. The scope of services specifies the installation of a new Veeder Root tank gauge system. Would it be acceptable to propose the Omntec Proteus K system as an alternative?

A. **We require Veeder Root.**

Addendum Date: April 8, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

FUEL TANKS REPLACEMENT PROJECT

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: Spatco Energy Solutions Date 04/30/2025

Authorized
Representative: Kevin McKinney Title: Vice President
Printed Name

Signature: Kevin McKinney

1. Site photos are attached for vendor review.

Questions and Answers

- Q. Are all tank gauges being replaced or reused?
A. All tank top gauges are to be quoted to be replaced.
- Q. When is the cutoff for questions?
A. Cut off for questions is April 21, 2025.
- Q. Do you have measurements or site plans?
A. We do not have site plans or measurements for the fuel tank site. Vendors are responsible for their own measurements.
- Q. Is there a particular way or order in which you want the tanks off gassed?
A. It is the vendor's responsibility to schedule with Fleet to assure that we will have room in our tanks to off gas the tanks being removed.
- Q. Do you have an issue with removing part of the retaining wall to replace the tanks?
A. No issue removing the retaining wall if they need to replace the tanks as the retainment structure will not be needed with the new tanks.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SPATCO Energy Solutions, LLC
301 McCullough Drive Suite 500
Charlotte, NC 28262

OWNER:

(Name, legal status and address)

City of Pensacola
222 West Main Street
Pensacola, FL 32502

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024
Mailing Address for Notices
800 Gessner, Suite 600
Houston, Texas 77024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

FUEL TANK REPLACEMENT PROJECT; BID 25-026

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of May, 2025.

SPATCO Energy Solutions, LLC

(Principal)

(Seal)

(Witness)

By:

(Title)

Great Midwest Insurance Company

(Surety)

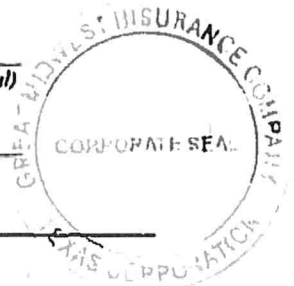
(Seal)

By:

(Title) Stephen B. Dolin, Attorney-in-Fact

(Witness) Brittany Irby

S-0054/AS 8/10



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Beverly Jones, III, Robert M Coon, Stephen B. Dolin, Joanna M. Carson, Melissa V. Carver, Brittany B Irby, Windy D Lovelady, Brooke Gagne, James Jackson Roberts, III, Theresa Simmons Stump, Clayton T Bruin, Cody James McCluskey, Benjamin Kenneth Taylor, Alainey Nanette Drane, Suzanne Helena Young, Steven Dana Scobey, Traci J DeGroat, Elba Irene McCullough

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

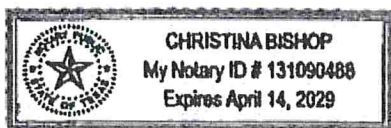


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX 1st Day of May 2025



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

TABULATION OF BIDS

BID NO: 25-026
TITLE: FUEL TANKS REPLACEMENT PROJECT

Submittals Due:	SPATCO,	MECO, INC.	DON WOOD,	ENERGY &	JF	MDM
05/01/25, 2:30 A.M.	INC.		INC.	ENVIRONMENT	PETROLEUM	SERVICES
Department:					GROUP	
Facilities & Fleet	Mobile, AL	Mobile, AL	Orlando, FL	Pensacola, FL	Theodore, AL	Lakeland, FL

Base Bid	\$368,977.00	\$375,255.28	\$379,228.50	\$405,570.00	\$647,502.53	\$784,683.90
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DRAFT

**CONTRACT BETWEEN CITY OF PENSACOLA AND
[SPATCO ENERGY SOLUTIONS, LLC]
BASED UPON INVITATION TO BID #25-026**

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 Spatco Energy Solutions, LLC, (“Contractor”), a limited liability company authorized to do business in Florida, located at 8303 University Executive Park Drive, Suite 400, Charlotte, North Carolina, 28262, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #25-026 on March 10, 2025 (“Invitation to Bid”), as described in Project Manual/Specifications for Fuel Tanks Replacement Project, Bid #25-026, 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 April 30, 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 Three Hundred Sixty Eight Thousand, Nine Hundred Seventy Seven Dollars (\$368,977.00) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (☒) Yes (☐) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.

No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.

Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.

The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly

agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

SPATCO ENERGY SOLUTIONS, LLC
(Contractor's Name)

Mayor, D. C. Reeves

By Kevin McKinney
Member

Attest: _____
City Clerk, Ericka L. Burnett

Kevin McKinney
(Printed Member's Name)

Approved as to Substance:

By: [Signature]
Member

Department Director

SCOTT WATTENBERG
(Printed Member's Name)

Legal in form and execution:

City Attorney



Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

EXHIBIT A
BID DOCUMENTS

Addendum Date: April 8, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

FUEL TANKS REPLACEMENT PROJECT

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.

Company:_____ Date_____

Authorized
Representative:_____ Title:_____
Printed Name

Signature:_____

1. Site photos are attached for vendor review.

Questions and Answers

- Q. Are all tank gauges being replaced or reused?
A. All tank top gauges are to be quoted to be replaced.
- Q. When is the cutoff for questions?
A. Cut off for questions is April 21, 2025.
- Q. Do you have measurements or site plans?
A. We do not have site plans or measurements for the fuel tank site. Vendors are responsible for their own measurements.
- Q. Is there a particular way or order in which you want the tanks off gassed?
A. It is the vendor's responsibility to schedule with Fleet to assure that we will have room in our tanks to off gas the tanks being removed.
- Q. Do you have an issue with removing part of the retaining wall to replace the tanks?
A. No issue removing the retaining wall if they need to replace the tanks as the retainment structure will not be needed with the new tanks.

Q. What coating do you want on the fuel tanks?

A. Epoxy paint is coating to be used to refinish the fuel tanks

Q. Do you have an order in which you want the tanks replaced?

A. Vendors can replace tanks in the order they choose as long as one unleaded tank, and one diesel tank remains online until the first new unleaded tank and first new diesel tank are replaced and returned to service.

Q. Can we access the facility to measure and take pictures?

A. Everyone has permission to enter the facility to measure or take pictures of the fuel tank site Monday through Friday 6:00 a.m. to 4 p.m.



















**DIESEL
FLAMMABLE
NO SMOKING**

1993

200

**DIESEL
FLAMMABLE
NO SMOKING**

1993

**DIESEL
FLAMMABLE
NO SMOKING**

1993



1993
3

130

TANKS EQUIPPED
WITH OVERFILL
VALVE

UNDESIRABLE
FLAMMABLE
NO SMOKING





Addendum Date: March 12, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

FUEL TANKS REPLACEMENT PROJECT

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: _____

Questions and Answers

Q. Will the mandatory site meeting also be available via Zoom, or is in-person attendance required?

A. **The meeting is in person only and will be followed by a mandatory site tour.**

Q. Regarding the four fuel tanks requested for removal, are they underground or above-ground tanks?

A. **The tanks are above ground.**

Q. For the four tanks requested for installation, are they required to be UL-2085 or UL-142 ASTs?

A. **UL-142 AST.**

Q. Could you please provide the existing site plans & fuel plans for reference?

A. **We do not have any site plans or fuel plans. Vendors have previously completed a site inspection.**

Q. The scope of services specifies the installation of a new Veeder Root tank gauge system. Would it be acceptable to propose the Omntec Proteus K system as an alternative?

A. **We require Veeder Root.**

THE CITY OF PENSACOLA, FLORIDA

INVITATION TO BID

BID NO. 25-026

FUEL TANK REPLACEMENT PROJECT

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 **May 1, 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** (*May 2, 2025, 10:00 A.M., local time*) via Microsoft Teams at the following link*: [Microsoft Teams bid reading link](#).

In order to review the project requirements, a **mandatory** pre-bid meeting will be held at **10:00 A.M., March 24, 2025**, in the City Garage conference room, 2759 N. Palafox, Pensacola, FL 32501. A **mandatory** site tour will follow.

Bidders shall submit a certified check, cashier's check, or insurance company's executed bond, payable to the City of Pensacola in the amount of **five percent (5%) of the base bid** for a period of sixty (60) days.

Any questions concerning the bid should be addressed and submitted in writing **no later** than **10:00 A.M.**, local time, April 21, 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. BID OPENING

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested.

3. BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

4. BIDDER'S QUALIFICATIONS

Before a bid is considered for award, the bidder may be requested by the City to submit a statement of facts in detail as to their previous experience in performing similar or comparable work, and of their business and technical organization and financial resources and plant available to be used in performing the contemplated work. A minimum of 5 qualifying project references may be required from previous or current project owners. These references shall be from specific projects of similar size and scope and at least 3 of the 5 shall be from another government municipality, especially if the bidder has not contracted with the City on projects of a same/similar nature within the previous five (5) years of the bid date. The City reserves the express right to not award a contract to a bidder if the provided references do not reveal that the contractor has ample/adequate experience beyond a reasonable doubt to complete the project according to the specifications and within the time frame stipulated.

5. COMMENCEMENT & COMPLETION

The bidder further proposes and agrees hereby to commence the work with an

adequate force and equipment within **(10)** consecutive calendar days after being notified by the City of Pensacola to do so.

6. CONDITIONS AT SITE OF WORK

Bidders shall be responsible to visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

7. DECLARATIONS

The bidder hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and the contractual documents relative thereto, including the Advertisement, Proposal Form, Form of Contract, General Conditions, and all specific conditions; and that he has satisfied himself relative to the work to be performed.

The bidder proposes and agrees, if this Proposal is accepted, that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability and to contract with the City of Pensacola in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the project.

8. LICENSING REQUIREMENT

Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).

Bidder for the project shall hold one or more of the following licenses in order to submit a bid and have qualifying experience relative to the subject project.

A. Certified Pollutant Storage Systems Contractor

9. LIEN RELEASE AND AFFIDAVIT

Each Application for Payment shall be accompanied by a Lien Release and Affidavit from each subcontractor and each supplier showing that all materials, labor, equipment and other bills associated with that portion of the work in which payment is being requested for have been paid in full. The City shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

10. PENALTIES

The bidder further agrees that in case of failure on his part to execute the said Contract and Bond within **(10)** calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Pensacola as delay day penalties for such failure; otherwise, the check or bid bond accompanying the Proposal shall be returned to the undersigned.

11. PREPARATION OF BIDS

- A. Bids shall be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.
- B. The form of bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof. Where required on the bid form, bidders must quote on all items and they are warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item on which no quotation is made.

12. RECEIPT AND OPENING OF BIDS

- A. No responsibility will attach to any City employee for the premature opening of, or the failure to open, a bid not properly addressed and identified.

13. REJECTION OF BIDS

The City reserves the right to reject any and all bids when such rejection is in the interest of the City; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the Engineer, in a position to perform the contract.

14. SPECIAL CONDITIONS

- A. **Public Entity Crimes** - Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. All bidders are advised that compliance with The Occupational Safety and Health Administration Excavation Safety Standards, 29 C.F.R.s 1926.650-652 of Sub part P will be required.
- C. The Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
- 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.

Bid No. 25-026
FUEL TANK REPLACEMENT PROJECT

Scope of Services

Equipment

- Four (4) 12,000 gallon double-wall ASTs on saddles with standard openings and interstitial ports.
- Heavy duty exterior coating on tanks and saddles
- Installed manway, emergency, and working vents
- Submersible turbine pumps
- Remote fill boxes
- Clock gauges with alarms
- Veeder root gauging system with screen, printer, software, leak detection probes and float kits

Service

- Remove four (4) existing 12,000 tanks and replace with four (4) new 12,000 gallon double-wall ASTs on saddles.
- Degas the tanks to be removed.
- Disconnect all piping and electrical.
- Remove existing pumps.
- Dispose of the four (4) existing 12,000 gallon tanks and any associated materials not used in the installation of the new tanks in accordance with state requirements.
- Reconnect all fuel piping and electrical.
- Install new clock gauges and detection alarms.
- Install new remote spill containment equipment.
- Install new Veeder Root tank gauge system .
- Connect to existing Fuelmaster system.
- Test all system piping and alarms when tanks are refueled.
- All permits and state-required documentation

NOTE

One (1) diesel and one (1) unleaded fuel tank will be replaced while one (1) diesel and one (1) unleaded fuel tank remain in service. When the first two tanks are installed, tested and complete and back in service then the remaining two tanks will be replaced.

THIS IS A TOTAL LUMP SUM BID: TURN-KEY AND ALL-INCLUSIVE – ALL PERMITS, LICENSING, HARDWARE, SOFTWARE, AND ALL MATERIALS INCLUDING DISPOSAL OF THE OLD TANKS.

PROPOSAL
BID NO. 25-026

FUEL TANK REPLACEMENT PROJECT

Base Bid

(Written)

(\$ _____)

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.

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 debarbs Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name

Authorized Signature

Printed Name

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**City of Pensacola
Florida**

**CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE**

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

- A. Federal Clean Water Act as amended in 1987
- B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
- C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be \$ _____, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

Authorized Official

THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Florida Statue §287.087, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City’s VBE Program, the respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

If not, mark “N/A.”

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

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 #25-026** for the following reason(s):

SPECIFICATIONS

☐ Specifications too "tight" (i.e., limited to one brand or manufacturer)

☐ Specifications unclear

☐ Unable to meet specifications

NATURE OF AWARD

☐ Insufficient time to respond

☐ Equivalent options not offered

☐ Other (please explain below)

Explanation:

We request to:

☐ remain in this service category for future City of Pensacola solicitations.

☐ be removed from this service category and remain on the City's solicitation list.

☐ be removed from the City's solicitation list.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Fax: (____) _____

Email: _____

Signature of Officer: _____ Date: _____

INSURANCE AND INDEMNIFICATION

GENERAL

Before starting and until termination of work for, or on behalf of the **City**, the Contractor shall procure and maintain insurance of the types and limits specified.

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

COVERAGE

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

Worker's Compensation

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

Commercial General, Automobile, Contractor's Pollution Liability and Umbrella Liability Coverages

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability, Business Auto, and Contractor's Pollution Liability policies filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. **Minimum limits of \$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 policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits of \$2,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent contractors, and property damage resulting from, explosion, collapse or underground (x,c,u) exposures. The coverage shall be written on occurrence-type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use. **\$1,000,000 Combined Single Limit (CSL) is acceptable for this line of coverage.**

Contractor's Pollution Liability coverage for bodily injury, property damage, fines, penalties, defense, and clean up must be included. Coverage must include both sudden/accidental and non-sudden/gradual.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Contractor shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

INSURANCE OF THE CONTRACTOR PRIMARY

The Contractor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as relates to all provisions of the contract.

LOSS CONTROL AND SAFETY

The Contractor shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the City. Precaution shall be

exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Contractor shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Contractor agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Governing Law and Venue

This Contract is governed and construed in accordance with laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of the Contract. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

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) 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.
--

SAMPLE CONTRACT & SAMPLE PUBLIC CONSTRUCTION BOND
(following pages)

**CONTRACT BETWEEN CITY OF PENSACOLA AND
[xxxCONTRACTORxxx]
BASED UPON INVITATION TO BID #_____**

THIS CONTRACT (“Contract”) is made this ____ day of _____, 20____, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and _____, (“Contractor”), a corporation authorized to do business in Florida, located at _____, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #_____, on _____, 20____ (“Invitation to Bid”), as described in Project Manual/Specifications for _____, Bid #_____, as modified by any addendum to the Project Manual, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “Bid Documents”); and

WHEREAS, in response to the Bid Documents, the Contractor submitted to the City a proposal dated _____, 20____, (“Proposal”) attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Bid Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor’s Obligations.

The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will

comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.

Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.

The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of _____ (\$_____) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? ☐ Yes ☐ No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.

No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.

Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.

The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly

agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, D. C. Reeves

By _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A
BID DOCUMENTS

SAMPLE

EXHIBIT B

PROPOSAL

The Proposal dated _____, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

SAMPLE

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

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
_____ Signature	_____ By (Print)

ATTEST:

_____ (Print)	_____ (Title)
_____ (Print)	_____ Signature
_____ Signature	

Surety

By _____
(Print)

(Title)

Signature

EXHIBIT B

PROPOSAL

The Proposal dated April 30, 2025, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

PROPOSAL
BID NO. 25-026

FUEL TANK REPLACEMENT PROJECT

Base Bid

Three Hundred Sixty Eight Thousand, Nine Hundred Seventy Seven Dollars & 00/ xx
(Written)

(\$ 368,977.00)

Bid Security in the proper form and in the amount of \$_____ is submitted.

Dunns#/UEID: 11-771-1001 (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation
Contractor's Certification or Registration

No. CBC1264756 Expiration Date 08/31/2026

Survey: How did you obtain this solicitation?

City of Pensacola website Other ☐ Central Bidding ☐ Demandstar

Signature Kevin McKinney

Printed Name: Kevin McKinney Date: 04/30/2025

Company: Spatco Energy Solutions Title: Vice President

Telephone: 251-661-8800 Address: 3926 Halls Mill Road

Fax: _____ City: Mobile

E-mail: kevin.mckinney@spatco.com State: AL Zip: 36693

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: Spatco Energy Solutions
Vendor FEIN: 84-3846075 Phone Number: 251-661-8800
Vendor's Authorized Representative Name and Title: Kevin McKinney, Vice President
Address: 3926 Halls Mill Road
City: Mobile State: AL ZIP: 36693
Email Address: kevin.mckinney@spatco.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: Kevin McKinney
AUTHORIZED SIGNATURE

Print Name and Title: Kevin McKinney, Vice President

Date: 04/30/2025

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: Spatco Energy Solutions

Date: 04/30/2025

Authorized
Signature: Kevin McKinney

Printed Name: Kevin McKinney

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debarbs Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Spatco Energy Solutions

Company Name

Kevin McKinney

Authorized Signature

Kevin McKinney

Printed Name

04/30/2025

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 \$ _____, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

N/A

All work will be above ground using existing tank slab and existing piping. Health

Department will require \$50.00 per tank closure and Installation of new tanks. All

necessary forms will be submitted by Spatco Energy Solutions. NOTE: (\$200.00

closure cost for 4 tanks is included in Bid Proposal)

Kevin McKinney

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.

Kevin McKinney
Signature

Kevin McKinney
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: N/A	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Addendum Date: March 12, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

FUEL TANKS REPLACEMENT PROJECT

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: Spatco Energy Solutions Date: 04/30/2025

Authorized
Representative: Kevin McKinney Title: Vice President
Printed Name

Signature: *Kevin McKinney*

Questions and Answers

Q. Will the mandatory site meeting also be available via Zoom, or is in-person attendance required?

A. **The meeting is in person only and will be followed by a mandatory site tour.**

Q. Regarding the four fuel tanks requested for removal, are they underground or above-ground tanks?

A. **The tanks are above ground.**

Q. For the four tanks requested for installation, are they required to be UL-2085 or UL-142 ASTs?

A. **UL-142 AST.**

Q. Could you please provide the existing site plans & fuel plans for reference?

A. **We do not have any site plans or fuel plans. Vendors have previously completed a site inspection.**

Q. The scope of services specifies the installation of a new Veeder Root tank gauge system. Would it be acceptable to propose the Omntec Proteus K system as an alternative?

A. **We require Veeder Root.**

Addendum Date: April 8, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

FUEL TANKS REPLACEMENT PROJECT

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: Spatco Energy Solutions Date 04/30/2025

Authorized
Representative: Kevin McKinney Title: Vice President
Printed Name

Signature: Kevin McKinney

1. Site photos are attached for vendor review.

Questions and Answers

- Q. Are all tank gauges being replaced or reused?
A. All tank top gauges are to be quoted to be replaced.
- Q. When is the cutoff for questions?
A. Cut off for questions is April 21, 2025.
- Q. Do you have measurements or site plans?
A. We do not have site plans or measurements for the fuel tank site. Vendors are responsible for their own measurements.
- Q. Is there a particular way or order in which you want the tanks off gassed?
A. It is the vendor's responsibility to schedule with Fleet to assure that we will have room in our tanks to off gas the tanks being removed.
- Q. Do you have an issue with removing part of the retaining wall to replace the tanks?
A. No issue removing the retaining wall if they need to replace the tanks as the retainment structure will not be needed with the new tanks.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SPATCO Energy Solutions, LLC
301 McCullough Drive Suite 500
Charlotte, NC 28262

OWNER:

(Name, legal status and address)

City of Pensacola
222 West Main Street
Pensacola, FL 32502

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024
Mailing Address for Notices
800 Gessner, Suite 600
Houston, Texas 77024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

FUEL TANK REPLACEMENT PROJECT; BID 25-026

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of May, 2025.

SPATCO Energy Solutions, LLC

(Principal)

(Seal)

(Witness)

By:

(Title)

Great Midwest Insurance Company

(Surety)

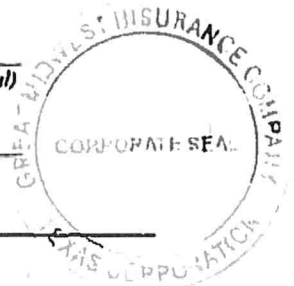
(Seal)

By:

(Title) Stephen B. Dolin, Attorney-in-Fact

(Witness) Brittany Irby

S-0054/AS 8/10



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Beverly Jones, III, Robert M Coon, Stephen B. Dolin, Joanna M. Carson, Melissa V. Carver, Brittany B Irby, Windy D Lovelady, Brooke Gagne, James Jackson Roberts, III, Theresa Simmons Stump, Clayton T Bruin, Cody James McCluskey, Benjamin Kenneth Taylor, Alainey Nanette Drane, Suzanne Helena Young, Steven Dana Scobey, Traci J DeGroat, Elba Irene McCullough

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

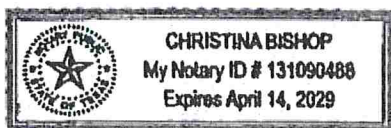


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX 1st Day of May 2025



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



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[<](#) **Exclusions**



Entity Registration

Exclusions

Active Exclusions

Responsibility / Qualification

Entity Information

SPATCO ENERGY SOLUTIONS, LLC

Active Registration

Unique Entity ID CAGE/NCAGE

VF7RMN52SMJ5 1E029

Expiration Date

Jul 23, 2025

Physical Address

**8303 University Executive Park Drive
Suite 400
Charlotte, North Carolina
28262, United States**

Mailing Address

**PO Box 31516
Charlotte, North Carolina
28231, United States**

Purpose of Registration

All Awards

Version

Current Record

EXCLUSIONS



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
SPATCO ENERGY SOLUTIONS, LLC

Filing Information

Document Number M19000011759
FEI/EIN Number 84-3846075
Date Filed 12/11/2019
State DE
Status ACTIVE

Principal Address

301 McCullough Dr.
Suite 500
CHARLOTTE, NC 28262

Changed: 04/15/2025

Mailing Address

P.O. Box 31516
CHARLOTTE, NC 28231

Changed: 03/26/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGRM

SPATCO HOLDINGS, LLC
4201 CONGRESS STREET, SUITE:440
CHARLOTTE, NC 28209

Title AP,EVP

MCCARTHY, KEVIN R
4201 CONGRESS STREET, SUITE:440
CHARLOTTE, NC 28209

Title AP,EVP,S

LEVENSON, MATTHEW J
4201 CONGRESS STREET, SUITE:440
CHARLOTTE, NC 28209

Title President

Force, John
P.O. Box 31516
CHARLOTTE, NC 28231

Title VP

Sailors, Jody
P.O. Box 31516
CHARLOTTE, NC 28231

Title CFO

Scott, Wattenberg
8303 University Executive Park Dr.
Suite 400
CHARLOTTE, NC 28262

Annual Reports

Report Year	Filed Date
2023	03/14/2023
2024	03/28/2024
2025	04/15/2025

Document Images

04/15/2025 -- ANNUAL REPORT	View image in PDF format
03/28/2024 -- ANNUAL REPORT	View image in PDF format
03/14/2023 -- ANNUAL REPORT	View image in PDF format
05/04/2022 -- ANNUAL REPORT	View image in PDF format
03/26/2021 -- ANNUAL REPORT	View image in PDF format
04/13/2020 -- ANNUAL REPORT	View image in PDF format
12/11/2019 -- Foreign Limited	View image in PDF format

Addendum Date: March 12, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

FUEL TANKS REPLACEMENT PROJECT

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: _____

Questions and Answers

Q. Will the mandatory site meeting also be available via Zoom, or is in-person attendance required?

A. **The meeting is in person only and will be followed by a mandatory site tour.**

Q. Regarding the four fuel tanks requested for removal, are they underground or above-ground tanks?

A. **The tanks are above ground.**

Q. For the four tanks requested for installation, are they required to be UL-2085 or UL-142 ASTs?

A. **UL-142 AST.**

Q. Could you please provide the existing site plans & fuel plans for reference?

A. **We do not have any site plans or fuel plans. Vendors have previously completed a site inspection.**

Q. The scope of services specifies the installation of a new Veeder Root tank gauge system. Would it be acceptable to propose the Omntec Proteus K system as an alternative?

A. **We require Veeder Root.**



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1307

Agenda Conference

10/6/2025

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 \$2,000 to OnBikes Pensacola, \$2,000 to Big Brothers Big Sisters of Northwest Florida and \$1,000 to Rally! Foundation for Childhood Cancer Research 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.

OnBikes Pensacola was started in 2016 by Pensacola native, Walker Wilson. The initial goal was to provide 100 bikes and helmets to children in Pensacola's local foster care system and guardian ad litem program. Through the generosity of the local community, OnBikes has given over 4,500 bikes and countless smiles to children in Pensacola. They have been able to provide bikes to children in the Families First Foster Care Program, the Boys and Girls Club, Escambia County Schools, the Ronald McDonald House and Big Brothers Big Sisters of Northwest Florida. Additionally, they partner with Communities Caring at Christmas as well as the Southern Youth Sports Association to ensure the bikes get in the hands of deserving children. Funding will be used towards the purchase of bicycles to attain this goal.

For more than 100 years, Big Brothers Big Sisters of Northwest Florida has operated under the belief that inherent in every child is the ability to succeed and thrive in life. As the nation's largest donor - and volunteer-supported mentoring network, Big Brothers Big Sisters makes meaningful, monitored matches between adult volunteers and children. They develop positive relationships that have a direct and lasting effect on the lives of young people. Funding will be used for their general operations.

Rally! Foundation for Childhood Cancer Research in Pensacola was formed in 2015 and is located in the Bear Family Foundation Pediatric Oncology Center for Hope inside Studer Family Children's Hospital at Ascension Sacred Heart to serve families all across the Florida panhandle and into southern Alabama. Through donors, community partners, special events and schools, Rally Pensacola works to raise awareness, support families with kids fighting cancer and raise funds for childhood cancer research. Collectively, this allows for additional resources to stay local, providing families in the Pensacola Community the ability to receive assisted funding through the Rally Pensacola Family Emergency Fund. Funding will be for general support of their mission.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 6,854	FY 2025 District 4 Discretionary Funds
	<u>10,700</u>	FY 2026 District 4 Discretionary Funds
	<u>\$ 17,554</u>	
Actual:	\$ 2,000	OnBikes Pensacola
	2,000	Big Brothers Big Sisters of Northwest Florida
	<u>1,000</u>	Rally! Foundation for Childhood Cancer Research
	<u>\$ 5,000</u>	

FINANCIAL IMPACT:

A balance of \$6,854 is currently within the FY 2025 District 4 Discretionary Fund Account and \$10,700 within the FY 2026 Discretionary 4 Fund Account for a total balance of \$17,554.

Upon approval by City Council, a balance of \$12,554 will remain in the District 4 Discretionary Fund Account.

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

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1251

Agenda Conference

10/6/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

REQUEST FOR CODE ENFORCEMENT LIEN REDUCTION - 211 WEST CERVANTES STREET

RECOMMENDATION:

That City Council suspend enforcement of the code enforcement lien on the property referenced below for a period of up to twenty-four (24) months from the date of Council action and agree to release said liens upon issuance of a Certificate of Occupancy (CO), provided such CO is issued within that time:

- 211 West Cervantes Street, Property Account # 131219000

Further, that City Council authorize the Mayor to take all actions necessary to execute any documents related to the release of liens, consistent with 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 goals of more housing by rehabilitating a property into multiple housing units which will be of benefit to the general public.

The applicant, Nannette Chandler, is requesting that the City of Pensacola release the code enforcement lien on the parcel to support the development of at least six new housing units at this location within the next twenty-four (24) months. Ms. Chandler proposes she will preserve and fully restore the highly visible, blighted structure and bring it into code compliance, and thereby increase the City's tax rolls by placing the structure back into use.

The lien was placed on the parcel by the City after a code violation case was initiated on June 26, 2023, for excessive peeling paint, holes in the siding, rotten wood on exterior walls, overgrown vegetation and overgrown vegetation in the right of way, and accumulation of rubbish and/or garbage. The notice of violation was mailed to the owner at the time, Fixing Up

Florida LLC. The property remained in violation beyond the given compliance time and was referred for a hearing before the Code Enforcement Authority. The property did not have any violation improvement progress and was found in violation by the Magistrate at the hearing on October 3, 2023. The previous property owner attended the hearing and explained they had been a victim of the Lacoste Construction fraud and no longer had funds to continue to repair or improve the house. Fines of \$25.00 per day began to accrue on December 19, 2023, as ordered by the Magistrate for the non-compliance and there were no further improvement actions taken by the previous owner.

Ms. Chandler bought the property in 2025 with knowledge of the recorded liens and continuance of daily fines in hopes of working with the City to reduce the fine amount. As of today (September 8, 2025), the property is still in violation, and the daily fines total \$15,995.50 which includes court costs and recording fees. This total amount will increase by \$25.00 per day until the property is no longer in violation. Over the course of the case history there have been over 20 site visits made by Code personnel along with the process of citing and noticing the previous owners and proceeding through the court process with an estimated 30–40-man hours involved as well as numerous postal mailings and legal involvement.

The City of Pensacola does not currently have a code enforcement lien relief or reduction policy in place. Ms. Chandler's application is being submitted to Council under the proposed policy created through a collaboration between Legal, Code Enforcement, and Administration.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

If approved by City Council, the City would pay recording fees to file the lien releases in the public records.

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

Amy Miller, Interim City Administrator
Ryan Spikes, Code Enforcement Division Manager
Adam Cobb, City Attorney

ATTACHMENTS:

1. Application for Code Enforcement Lien Reduction - 211 W Cervantes

2. DRAFT: Code Lien Reduction Program

PRESENTATION: No



FLORIDA'S FIRST & FUTURE

CODE ENFORCEMENT

Application For Reduction of Code Enforcement Lien

Instructions: Please fill out this form completely and sign. Be specific when writing your statement. Please return this form to the City of Pensacola Code Enforcement Authority at 2849 N. Palafox Street Pensacola, Florida 32501, or email to: **Email NEED DESIGNATED EMAIL ADDRESS**. If the lien reduction is granted and not paid within 45 days, the full amount of lien will be reinstated, and the Applicant is barred from resubmitting an application for lien reduction for a period of one year. One 45-day extension may be granted for good cause.

Applicant(s) Name: Mannette Chandler

Owner(s) Name (if different from Applicant): Chandler Prospecting, LLC

Applicant Telephone Number: 850.516.3863

Applicant E-Mail Address: mchandler10@gmail.com

Applicant mailing address:
1100 W. Davis Hwy.
Pensacola, FL 32503

City of Pensacola Code Enforcement Authority Case Number(s):

Violation Address: 211 W. Cervantes St.

Is the property at issue in full compliance with the Pensacola Code of Ordinances? NO

If no, provide detailed explanation of the plans to bring it into compliance: see attached

Number of other properties located in the City of Pensacola owned by Owner/Applicant: 11. If any, attach a list of property addresses.

Is this property the subject of a foreclosure: it was

Does this property have a contract for sale pending? Just closed

Anticipated Closing Date: —

Was this property sold after the lien was recorded? yes, but seller was unaware during most of contractual phase.

Please state the specific reasons as to why a reduction should be granted i.e. financial hardships (attach additional page(s) if necessary): see attached.

DRAFT ONLY – NOT FINAL



FLORIDA'S FIRST & FUTURE

CODE ENFORCEMENT

mc (initial) I have read and fully understand the criteria as set forth that must be submitted in order for my application to be considered for eligibility.

mc (initial) I have read and fully understand that a submission of an application does not ever guarantee that the lien or any portion thereof shall be reduced or forgiven.

mc (initial) I have read and fully understand that my application fee, regardless of final determination, is non-refundable and also will not be considered as any partial payment of an amount to be paid if eligible for partial lien forgiveness if granted.

Signature of Applicant: [Signature]

Print Name: Monnette Chandler

State of: FL

County of: Escambia

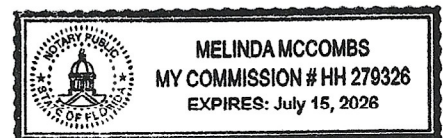
On this 23rd day of June, 2025, the foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, by Monnette Chandler, an individual.

☒ Personally known.

☐ Produced Identification – Type of Identification Produced _____

[Signature]
Notary Public, State of FL

My Commission Expires: 7-15-26



DRAFT ONLY – NOT FINAL

7/23/2025

Code Enforcement Lien Application

RE: 211 W. Cervantes St, Pensacola, FL 32501

Additional information

Provide a detailed explanation of the plans to bring said property into compliance:

I will re-permit the originally approved plans and complete construction at this site, bringing it into compliance.

Why should a reduction be granted?

The previous property owner fell victim to Jesse Lacoste and crew, who structurally destabilized the property. After several years of legal battles, the property was listed for sale. Because of the high cost to repair the damage caused from Lacoste and the structure being left exposed to the elements, the seller wasn't able to find any buyers willing to take on the project or navigate the historic district and Architectural Review Board. After the bank foreclosed, I was able to strike a deal to purchase the property, but neither I nor the bank was aware of the liens until right before closing. I agreed to proceed with closing knowing that anyone else who would consider purchasing the property would most-likely raze the structure, and would have grounds to do so. This is a one-of-a-kind contributing structure in North Hill and the City of Pensacola and citizens of the district would be far better served to have this property reimaged as housing units than demolished. This would increase the taxable value of the property and provide needed housing within the City limits. These fines create an additional financial hardship for this project. I ask that the City forgive the fines incurred by the previous owner, so that I may keep those funds in my renovation budget. In exchange, I agree to the following:

1. To bring at least 6 new housing units to market at this location within the next 24 months
2. To preserve and fully restore this highly visible, blighted structure and bring it into code compliance
3. To increase the City tax rolls by placing this structure back into use

CODE ENFORCEMENT

City of Pensacola Code Enforcement Lien Reduction Program

Where a code compliance order imposing fines has been recorded in the public records constituting a lien against the property and other property of the violator, such property owner may request to participate in the lien forgiveness/reduction program. You may apply for a lien reduction by filling out the Lien Reduction Application Packet. There is a \$150.00 application fee. The fee includes one property inspection. Additional inspections are \$50.00 each. A person or entity requesting a reduction of lien has no right to the reduction nor is there any guarantee that any reduction will occur upon submission of a lien submission packet. Regardless of whether full or partial forgiveness is granted or denied, there will be no refund of any application fee.

1. Only liens generated from City of Pensacola Code Enforcement Authority violations are eligible for this program.
2. Liens for Improvement and Liens for Abatement are not eligible for this program.
3. The property owner must not have active code violations on any property in the City of Pensacola. This includes properties where there are multiple property owners.
4. Any monies owed to the City that are in addition to the lien that is being considered must be paid. This includes, but is not limited to, parking tickets, business tax receipt, delinquent utility bills, etc.
5. Property owners with multiple code compliance liens on a property must apply for a reduction of each lien on the property simultaneously under the program.
6. A person may only use the code compliance lien forgiveness program once. "Person" shall be defined as natural and legal entities. Prohibition for reduction or forgiveness of a lien more than once shall include persons who have received such reduction or forgiveness as individuals as well as if a member of a legal entity. Subsequent owners of the same property may use the program if the request is being made in the name of a legal entity, a copy of the current Sunbiz report must be attached to the application at time of submission.
7. The property owner must apply to reduce the code compliance fines/lien using the Code Compliance Lien Forgiveness Program form and must provide all required documentation at the time an application is submitted.
8. A non-refundable application fee of \$150.00 must be paid to the City of Pensacola. The application fee will offset the City's cost in evaluating the application, including the need to review associated case files and the current compliance status of the property. The

CODE ENFORCEMENT

application fee is not partial payment of any code compliance fines, liens or previous costs incurred by the City in the code compliance process and is not refundable.

9. Eligibility Criteria. To be eligible for the lien reduction program, the following criteria shall be considered:
- a. Whether the property at issue is currently in full compliance with the Pensacola Code of Ordinances.
 - b. The severity and type of the code violation(s) and whether it involved the existence of a condition dangerous to the health, safety, and welfare of the citizens of the City of Pensacola.
 - c. Whether the code violation was a repeat violation and the history of violations by the applicant on either the same property or on other properties owned by the applicant.
 - d. Where the applicant is the person responsible for the violation or for allowing the violation to continue, staff will consider whether the applicant has demonstrated evidence of hardship at the time of the violation that prevented timely compliance with the order of the special magistrate. Exigent circumstances are pressing or demanding conditions that would prevent a reasonable person from being able to timely remedy the code violation in compliance with the order of the special magistrate.
 - e. Where the applicant is different from the property owner responsible for the violation, review of the application will consider whether the new property owner took immediate action to address the code violation.
 - f. The due diligence, or lack thereof, by the applicant to discover the liens prior to purchasing the property.
 - g. The duration of the code violation.
 - h. Whether the applicant holds unsatisfied liens on other property owned by the applicant. Where the reduction is related to a pending real estate transaction, whether the resulting proposed development is in the best interest of the City of Pensacola.
 - i. Duration and amount of lien.
 - j. In the case of fines for derelict vehicles, if the owner provides documentation that the vehicle has been donated to charity.

CODE ENFORCEMENT

Application Process

Once an application and the required application fee for fine/lien forgiveness is received, the code compliance officer shall evaluate the application for completeness, confirm that the property is in compliance with the code, and review eligibility for the fine/lien forgiveness program based on the criteria set forth in this resolution. If the application form, all required accompanying documentation and the entire application fee have been received and have been deemed to be eligible for review for possible lien reduction or forgiveness, regardless of the decision as to whether a reduction or forgiveness of the lien ultimately is or is not granted, the application fee will not be considered as partial payment of any outstanding lien.

For application forms and packets that are deemed to be complete and meet the criteria for consideration of lien reduction or forgiveness the code compliance officer will calculate the total outstanding fines and liens and forward all applicable information along with the packet to the Mayor/City Administrator for next step review.

After the Mayor/City Administrator has reviewed the application, he or she shall place the application on the agenda for City Council vote.

If an offer to grant reduction of a lien has been made by the City, that offer is available for 45 days from the date that the notice has been sent to the applicant notifying the applicant of such offer. If the amount due as a result of an offer by the City for reduction or forgiveness has not been paid in full within 45 days (or as otherwise extended at the discretion of the City), the offer to forgive or reduce monies owed becomes void and forgiveness shall only occur upon full payment of the lien amount. One 45-day extension may be granted for good cause.

CODE ENFORCEMENT

Application For Reduction of Code Enforcement Lien

Instructions: Please fill out this form completely and sign. Be specific when writing your statement. Please return this form to the City of Pensacola Code Enforcement Authority at 2849 N. Palafox Street Pensacola, Florida 32501, or email to: **Email NEED DESIGNATED EMAIL ADDRESS**. If the lien reduction is granted and not paid within 45 days, the full amount of lien will be reinstated, and the Applicant is barred from resubmitting an application for lien reduction for a period of one year. One 45-day extension may be granted for good cause.

Applicant(s) Name: _____

Owner(s) Name (if different from Applicant): _____

Applicant Telephone Number: _____

Applicant E-Mail Address: _____

Applicant mailing address: _____

City of Pensacola Code Enforcement Authority Case Number(s): _____

Violation Address: _____

Is the property at issue in full compliance with the Pensacola Code of Ordinances? _____

If no, provide detailed explanation of the plans to bring it into compliance: _____

Number of other properties located in the City of Pensacola owned by Owner/Applicant: _____ If any, attach a list of property addresses.

Is this property the subject of a foreclosure: _____

Does this property have a contract for sale pending? _____

Anticipated Closing Date: _____

Was this property sold after the lien was recorded? _____

Please state the specific reasons as to why a reduction should be granted i.e. financial hardships (attach additional page(s) if necessary):

DRAFT ONLY – NOT FINAL

CODE ENFORCEMENT

____ (initial) I have read and fully understand the criteria as set forth that must be submitted in order for my application to be considered for eligibility.

____ (initial) I have read and fully understand that a submission of an application does not ever guarantee that the lien or any portion thereof shall be reduced or forgiven.

____ (initial) I have read and fully understand that my application fee, regardless of final determination, is non-refundable and also will not be considered as any partial payment of an amount to be paid if eligible for partial lien forgiveness if granted.

Signature of Applicant: _____

Print Name: _____

State of: _____

County of: _____

On this ____ day of _____, 20____, the foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, by _____, an individual.

☐ Personally known.

☐ Produced Identification – Type of Identification Produced _____

Notary Public, State of _____

My Commission Expires:



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1252

Agenda Conference

10/6/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

REQUEST FOR CODE ENFORCEMENT LIEN REDUCTION - 2325 NORTH HAYNE STREET

RECOMMENDATION:

That City Council consider an application to reduce the code enforcement lien on the property referenced below to any extent authorized by Council.

- 2325 North Hayne St., Property Account # 134103000

Further, if a reduction is granted, that City Council authorize the Mayor to take all actions necessary to execute any documents related to the reduction of liens consistent with the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The applicant, Beverly Elliott, is requesting that the City of Pensacola reduce or release the code enforcement lien on the parcel because she claims she is an innocent owner.

The property was found in violation in 2012 for substandard conditions and the magistrate assessed \$15.00 per day fines. The case was brought back before a magistrate in 2015 for a fine increase to \$25.00 per day for the same violations. The property changed ownership in 2019 when Andala Enterprises, Inc. purchased it. Andala Enterprises brought it into compliance shortly after purchase however the liens were never satisfied. The property was sold on a tax deed sale in 2019, then transferred by quit claim in 2021 to the current owner Beverly Elliott, who has now requested relief from the liens.

From the initial start of the case in August of 2012 through the correction of the case in September of 2019 Code Enforcement made over 40 site visits along with the process of citing and noticing and court proceedings. Code has an estimated 60+ man hours involved in this case over its course of time.

Ms. Elliott states that she was not made aware of the liens before the purchase was finalized and is requesting relief as an innocent owner. Ms. Elliott claims the liens are an undue hardship for her and further impede her ability to maintain and improve the property. Ms. Elliot asserts that she has made significant efforts to maintain and rehabilitate the property and remains committed to keeping it in compliance. It appears that if Ms. Elliot did not have knowledge of the liens, there was not any type of title search prior to her purchase.

The current balance of the code enforcement liens is \$49,540.88.

There are also eleven (11) abatement liens totaling \$2,629.00 against the property. These are for manpower costs associated with the city cutting the property multiple times over a 5+ year time period in order to bring it into compliance. Under the proposed policy, abatement liens are not eligible for reduction or release because they are hard costs.

The City of Pensacola does not currently have a code enforcement lien relief or reduction policy in place. Ms. Elliott's application is being submitted to Council under the proposed policy created through a collaboration between Legal, Code Enforcement, and Administration.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

If approved by City Council, the City would pay recording fees to file the lien releases in the public records.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Ryan Spikes, Code Enforcement Division Manager
Adam Cobb, City Attorney

ATTACHMENTS:

1. Application for Code Enforcement Lien Reduction - 2325 N Hayne St
2. Petition to Reduce Code Enforcement and Improvement - Lien Elliott, Beverly - 2325 N. Hayne Street
3. DRAFT - Code Lien Reduction Program

PRESENTATION: No

September 5, 2025

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

Re: Application Submission

Dear Mrs. Richardson,

Enclosed please find the completed application, along with the original letters that were previously submitted for your review.

We understand that the improvement liens will not be eligible under the current program. However, we are grateful that the city is willing to consider Ms. Elliott's explanation as to why the lien should be reduced at the upcoming meeting.

Thank you for your time and consideration of this matter.

Very truly yours,



RYAN M. BARNETT



CODE ENFORCEMENT

Application For Reduction of Code Enforcement Lien

Instructions: Please fill out this form completely and sign. Be specific when writing your statement. Please return this form to the City of Pensacola Code Enforcement Authority at 2849 N. Palafox Street Pensacola, Florida 32501, or email to: Email NEED DESIGNATED EMAIL ADDRESS. If the lien reduction is granted and not paid within 45 days, the full amount of lien will be reinstated, and the Applicant is barred from resubmitting an application for lien reduction for a period of one year. One 45-day extension may be granted for good cause.

Applicant(s) Name: Beverly Elliott

Owner(s) Name (if different from Applicant): -

Applicant Telephone Number: 850-516-5154

Applicant E-Mail Address: belliot2@att.net

Applicant mailing address: 714 East Lakeview Ave
Pensacola, FL 32502

City of Pensacola Code Enforcement Authority Case Number(s):

24-294739

Violation Address: 2325 N. Hayne Street

Is the property at issue in full compliance with the Pensacola Code of Ordinances? yes

If no, provide detailed explanation of the plans to bring it into compliance: _____

Number of other properties located in the City of Pensacola owned by Owner/Applicant:

1 If any, attach a list of property addresses. 714 EAST LAKEVIEW AVE
(Homestead)

Is this property the subject of a foreclosure: NO

Does this property have a contract for sale pending? NO

Anticipated Closing Date: -

Was this property sold after the lien was recorded? yes

Please state the specific reasons as to why a reduction should be granted i.e. financial hardships (attach additional page(s) if necessary):



FLORIDA'S FIRST & FUTURE

CODE ENFORCEMENT

I WAS NOT⁺ told this property had a Lien ON it AT time OF purchase, even thou CLOSING WAS AT ATTORNEYS OFFICE. I AM 80 YEARS old ON A VERY limited income →

BE (initial) I have read and fully understand the criteria as set forth that must be submitted in order for my application to be considered for eligibility.

BE (initial) I have read and fully understand that a submission of an application does not ever guarantee that the lien or any portion thereof shall be reduced or forgiven.

BE (initial) I have read and fully understand that my application fee, regardless of final determination, is non-refundable and also will not be considered as any partial payment of an amount to be paid if eligible for partial lien forgiveness if granted.

Signature of Applicant: Beverly Elliott

Print Name: BEVERLY ELLIOTT

State of: Florida

County of: Escambia

On this 5th day of September, 2025, the foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, by BEVERLY ELLIOTT, an individual.

☐ Personally known.

☒ Produced Identification – Type of Identification Produced

Notary Public, State of FL

My Commission Expires:



CHRISTINA L. BUNCH
Notary Public
State of Florida
Comm# HH466838
Expires 11/26/2027

I had hoped to renovate it so my grand kids could come visit but can't get anything done with lien on property

March 20, 2025

City of Pensacola Code Enforcement
2849 N. Palafox Street
Pensacola, FL 32501

RE: Petition to Reduce Code Enforcement and Improvement Lien

Property Address: 2325 N. Hayne Street, Pensacola, FL 32503

Code Enforcement Lien Amount: \$49,540.88

Improvement Lien Amount: \$2,629.00

Case Number: 12-478

To Whom It May Concern,

I represent Beverly Elliott, who is the current owner of the property located at 2325 N. Hayne Street, Pensacola, FL 32503. On behalf of my client, I respectfully submit this petition for the reduction and/or release of the code enforcement lien and improvement liens imposed by the City of Pensacola.

The subject lien originated from a code enforcement action initiated in 2012, based on violations of missing exterior siding, deteriorated wood, and broken or boarded-up windows (see Exhibit A). These violations occurred prior to Ms. Elliott's ownership and resulted in a daily fine assessment of up to \$250 per day.

Additionally, there are several improvement liens recorded against the property, listed above (see Exhibit B). These liens contribute to an undue financial burden that further impedes Ms. Elliott's ability to maintain and improve the property for the benefit of the community.

Ms. Elliott acquired the property from Andala Enterprises in 2021 (see Exhibit C). At the time of closing, Ms. Elliott was unaware of the existing lien, which was not disclosed before the transaction was finalized. Ms. Elliott had no involvement with the property prior to this transfer and upon learning of the lien, immediately sought to address the matter.

Since acquiring the property, Ms. Elliott has made significant efforts to maintain and rehabilitate the property. She remains committed to keeping the property in compliance with the city codes and ensuring that it contributes positively to the surrounding neighborhood. Penalizing her with an excessive financial obligation tied to violations she neither caused nor knew about discourages responsible homeownership and makes it harder for her to keep investing in the property.

The combination of the code enforcement lien and the various improvement liens creates an unfair financial burden on Ms. Elliott, far out of proportion to the original violations and improvements. The cumulative amounts due far exceed the cost of rectifying the issues. Penalizing a new, responsible owner like this does not benefit the city and only makes it harder for her to continue improving the property.

In light of the change in ownership, Ms. Elliott's lack of prior knowledge of the lien, and her good faith efforts to rehabilitate the property, we respectfully request that the City of Pensacola reduce or release the outstanding lien in recognition of Ms. Elliott's non-involvement in the original violations.

We appreciate your time and consideration of this petition. Please advise whether a formal hearing or additional documentation is required. Should you need further information, please do not hesitate to contact my office.

Very truly yours,



RYAN M. BARNETT

Cc: Beverly Elliott

March 20, 2025

CASE 12-478 – 2325 N HAYNE ST-SUBSTANDARD-(CE245266)

\$15.00	Per day fine for 1448 days - totaling \$36,200.00
\$25.00	Per day fine for 895 days - totaling \$13,425.00
\$-121.12	Partial Payment from Tax Deed Sale
\$0.00	Court Cost
\$27.00	Recording Fee
\$10.00	Release of Lien Fee
For a total of \$49,540.88	

**Please remit payment in the form of a check or money order to:
City of Pensacola Code Enforcement
ATTN: SABRINA MILLER
2849 N Palafox St
Pensacola, FL 32501**

EXHIBIT A

THE CITY OF PENSACOLA

P. O. BOX 12910

PENSACOLA, FLORIDA 32521-0044

To: Whibbs Stone Barnett Turner P.A.
Attention: Sarah Wasdin
Email: Sarah@whibbslaw.com

March 20, 2025

Property Owner: Ruby Mallory et al
Property Location: 2325 N. Hayne Street
Legal Description: Lot 21, Block 124, EKT

Customer No. 005039, Invoice #0122510 O. R. 7129, Page 0102, 01/08/2014	\$ 219.00
Customer No. 005039, Invoice #0125248 O. R. 7247, Page 0839, 10/15/2014	219.00
Customer No. 005039, Invoice 0127899 O. R. 7389, Page 1604, 05/19/2015	219.00
Customer No. 005039 Invoice #0128770 O. R. 7430, Page 0789, 10/23/2015	219.00
Customer No. 005039 Invoice #0129905 O. R. 7494, Page 0536, 12/15/2015	219.00
Customer No. 005039 Invoice #0131770 O.R. 7589, Page 7589, 06/24/2016	219.00
Customer No. 005039 Invoice #0132668 O.R. 7641, Page 1580, 09/26/2016	219.00
Customer No. 005039 Invoice #0136481 O.R. 7828, Page 0906, 10/05/2017	219.00
Customer No. 005039 Invoice #0138571 O.R. 7946, Page 1658, 05/09/2018	219.00
Customer No. 005039, Invoice #0139973 O. R. 8021, Page 0271, 09/24/2018	219.00
Customer No. 005039, Invoice #0142631 O. R. 8132, Page 0973, 05/23/2019	219.00
Recording and Cancellation fees (11 lien)	<u>220.00</u>

TOTAL OWED

\$ 2,629.00

PLEASE REMIT DIRECTLY TO THE TREASURY DIVISION

EXHIBIT B

**Recorded in Public Records 6/10/2021 11:39 AM OR Book 8549 Page 1838,
Instrument #2021064193, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 Deed Stamps \$266.00**

Prepared by & return to:

Holly V. Jurnovoy, Esquire
Emmanuel, Sheppard & Condon, P.A.
30 South Spring Street
Pensacola, Florida 32502
File No. 16256-154903
Parcel ID Number: 00-05-00-9020-021-124

QUIT CLAIM DEED

This QUIT CLAIM DEED dated this 9th day of June, 2021, made Andala Enterprises, Inc., a Florida corporation, whose post office address is Post Office Box 9414 Pensacola, Florida 32513, hereinafter called the "Grantor" to Beverly Elliott, whose address is 714 East lakeview Avenue, Pensacola Florida 32503 hereinafter called the "Grantee".

(Wherever used herein the terms "Grantors" and "Grantees" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.)

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto Grantee forever, all of the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in Escambia County, Florida, viz:

LT 21 BLK 124 EAST KING TRACT OR 8092 P 1207 CA 81

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

NOTE: THE PREPARER OF THIS DEED REPRESENTS THAT: THIS DEED HAS BEEN PREPARED AT THE EXPRESS DIRECTION AND REQUEST OF THE ABOVE GRANTOR SOLELY FROM LEGAL DESCRIPTION PROVIDED TO THE PREPARER BY THE SAID GRANTOR; THAT NO TITLE SEARCH, SURVEY, OR INSPECTION OF THE ABOVE PROPERTY HAS BEEN PERFORMED BY THE PREPARER, NOR HAS THE PREPARER BEEN PROVIDED SUCH DOCUMENTS; THAT THE TITLE TO THE ABOVE-DESCRIBED REAL PROPERTY HAS NOT BEEN EXAMINED BY THE PREPARER; THAT THE PREPARER MAKES ABSOLUTELY NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER AS TO THE STATUS OF THE TITLE OR THE OWNERSHIP OF THE REAL PROPERTY DESCRIBED ABOVE; THAT THIS CONVEYANCE IS SUBJECT TO, AND MAY BE AFFECTED BY, ANY AND ALL RESERVATIONS, LIENS, RESTRICTIONS, AND OTHER ENCUMBRANCES OF RECORD AND BY ANY UNPAID AD VALOREM REAL PROPERTY TAXES,

EXHIBIT C

BK: 8549 PG: 1839 Last Page

PAST OR PRESENT; AND THAT THESE MATTERS HAVE BEEN EXPLAINED TO, AND UNDERSTOOD BY,
THE ABOVE SAID GRANTOR.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth
above.

-Signature Page of Quit Claim Deed-

SIGNED IN THE PRESENCE OF
THE FOLLOWING WITNESSES:

Andala Enterprises, Inc., a Florida corporation

By: _____

John G. Ralls, Jr., Director

Charlene C. Mabire

#1 Witness Signature

Charlene C. Mabire

#1 Witness Printed Name

Cynthia Tant

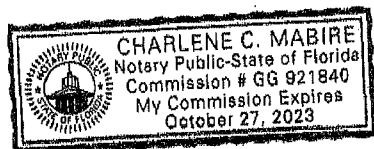
#2 Witness Signature

Cynthia Tant

#2 Witness Printed Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged and executed before me by means of ☒ physical presence or ☐ online notarization on this 9th day of June, 2021, by John G. Ralls, Jr., director of Andala Enterprises, Inc., a Florida corporation on behalf of said corporation, who is personally known to me or who produced a valid driver's license as identification.



Charlene C. Mabire

Notary Public
[NOTARY SEAL]

CODE ENFORCEMENT

City of Pensacola Code Enforcement Lien Reduction Program

Where a code compliance order imposing fines has been recorded in the public records constituting a lien against the property and other property of the violator, such property owner may request to participate in the lien forgiveness/reduction program. You may apply for a lien reduction by filling out the Lien Reduction Application Packet. There is a \$150.00 application fee. The fee includes one property inspection. Additional inspections are \$50.00 each. A person or entity requesting a reduction of lien has no right to the reduction nor is there any guarantee that any reduction will occur upon submission of a lien submission packet. Regardless of whether full or partial forgiveness is granted or denied, there will be no refund of any application fee.

1. Only liens generated from City of Pensacola Code Enforcement Authority violations are eligible for this program.
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7. The property owner must apply to reduce the code compliance fines/lien using the Code Compliance Lien Forgiveness Program form and must provide all required documentation at the time an application is submitted.
8. A non-refundable application fee of \$150.00 must be paid to the City of Pensacola. The application fee will offset the City's cost in evaluating the application, including the need to review associated case files and the current compliance status of the property. The

CODE ENFORCEMENT

application fee is not partial payment of any code compliance fines, liens or previous costs incurred by the City in the code compliance process and is not refundable.

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 - c. Whether the code violation was a repeat violation and the history of violations by the applicant on either the same property or on other properties owned by the applicant.
 - d. Where the applicant is the person responsible for the violation or for allowing the violation to continue, staff will consider whether the applicant has demonstrated evidence of hardship at the time of the violation that prevented timely compliance with the order of the special magistrate. Exigent circumstances are pressing or demanding conditions that would prevent a reasonable person from being able to timely remedy the code violation in compliance with the order of the special magistrate.
 - e. Where the applicant is different from the property owner responsible for the violation, review of the application will consider whether the new property owner took immediate action to address the code violation.
 - f. The due diligence, or lack thereof, by the applicant to discover the liens prior to purchasing the property.
 - g. The duration of the code violation.
 - h. Whether the applicant holds unsatisfied liens on other property owned by the applicant. Where the reduction is related to a pending real estate transaction, whether the resulting proposed development is in the best interest of the City of Pensacola.
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CODE ENFORCEMENT

Application Process

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After the Mayor/City Administrator has reviewed the application, he or she shall place the application on the agenda for City Council vote.

If an offer to grant reduction of a lien has been made by the City, that offer is available for 45 days from the date that the notice has been sent to the applicant notifying the applicant of such offer. If the amount due as a result of an offer by the City for reduction or forgiveness has not been paid in full within 45 days (or as otherwise extended at the discretion of the City), the offer to forgive or reduce monies owed becomes void and forgiveness shall only occur upon full payment of the lien amount. One 45-day extension may be granted for good cause.

CODE ENFORCEMENT

Application For Reduction of Code Enforcement Lien

Instructions: Please fill out this form completely and sign. Be specific when writing your statement. Please return this form to the City of Pensacola Code Enforcement Authority at 2849 N. Palafox Street Pensacola, Florida 32501, or email to: **Email NEED DESIGNATED EMAIL ADDRESS**. If the lien reduction is granted and not paid within 45 days, the full amount of lien will be reinstated, and the Applicant is barred from resubmitting an application for lien reduction for a period of one year. One 45-day extension may be granted for good cause.

Applicant(s) Name: _____

Owner(s) Name (if different from Applicant): _____

Applicant Telephone Number: _____

Applicant E-Mail Address: _____

Applicant mailing address: _____

City of Pensacola Code Enforcement Authority Case Number(s): _____

Violation Address: _____

Is the property at issue in full compliance with the Pensacola Code of Ordinances? _____

If no, provide detailed explanation of the plans to bring it into compliance: _____

Number of other properties located in the City of Pensacola owned by Owner/Applicant: _____ If any, attach a list of property addresses.

Is this property the subject of a foreclosure: _____

Does this property have a contract for sale pending? _____

Anticipated Closing Date: _____

Was this property sold after the lien was recorded? _____

Please state the specific reasons as to why a reduction should be granted i.e. financial hardships (attach additional page(s) if necessary):

DRAFT ONLY – NOT FINAL

CODE ENFORCEMENT

_____ (initial) I have read and fully understand the criteria as set forth that must be submitted in order for my application to be considered for eligibility.

_____ (initial) I have read and fully understand that a submission of an application does not ever guarantee that the lien or any portion thereof shall be reduced or forgiven.

_____ (initial) I have read and fully understand that my application fee, regardless of final determination, is non-refundable and also will not be considered as any partial payment of an amount to be paid if eligible for partial lien forgiveness if granted.

Signature of Applicant: _____

Print Name: _____

State of: _____

County of: _____

On this ____ day of _____, 20____, the foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, by _____, an individual.

☐ Personally known.

☐ Produced Identification – Type of Identification Produced _____

Notary Public, State of _____

My Commission Expires:



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1315

Agenda Conference

10/6/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2025-67 - ADOPTING A CYBERSECURITY STANDARD FOR THE CITY OF PENSACOLA

RECOMMENDATION:

That City Council adopt Resolution No. 2025-67:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY'S CYBERSECURITY FRAMEWORK AS THE CYBERSECURITY STANDARD FOR THE CITY OF PENSACOLA, FLORIDA; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is required by local, state or federal law, governance or regulation.

To comply with Florida Statute 282.3185, Local Government Cybersecurity, the City of Pensacola previously adopted the National Institute of Standards and Technology's (NIST) Cybersecurity Framework (CSF). The Florida Statutes call for each unit of local government to adopt a "generally accepted" cybersecurity standard. The CSF has been developed by NIST to provide a structured and organized set of guidelines that organizations can use to assess and strengthen their cybersecurity posture.

The Innovation & Technology department makes use of NIST's cybersecurity standard based on its risk-based approach to identification, protection, detection, response, recovery, and governance and has committed to annual risk assessments evaluating the maturity of the City of Pensacola's cybersecurity policy and identifying areas in which the City may strengthen its cybersecurity posture. These assessments include the Cybersecurity Evaluation Toolkit (CSET) provided by the State of Florida and the University of South Florida; the National Cybersecurity Review (NCSR) provided by the Cybersecurity & Infrastructure Security Agency (CISA), a division of Homeland Security; and through the use of a monitoring and mitigation

platform provided by the City's Cyber Insurance provider.

Following the adoption of NIST's updated Cybersecurity Framework 2.0 as the City of Pensacola's cybersecurity standard, the City will comply with Florida Statute Section 282.3185(4)(d) by notifying the Florida Digital Service of its compliance.

PRIOR ACTION:

Resolution 2023-94 was adopted on December 14, 2023, selecting the original version of the Cybersecurity Framework as the City of Pensacola's declared cybersecurity standard.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

9/23/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Stephen Ringl, Director of Innovation & Technology

ATTACHMENTS:

1. Resolution 2025-67 - Cybersecurity Standard

PRESENTATION: No

RESOLUTION
NO. 2025-67

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY'S CYBERSECURITY FRAMEWORK AS THE CYBERSECURITY STANDARD FOR THE CITY OF PENSACOLA, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 282.3185, the “Local Government Cybersecurity Act,” establishes cybersecurity requirements for county and municipal governments; and

WHEREAS, Florida Statute 282.3185 (4) states, “Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework;” and

WHEREAS, Florida Statute 282.3185 (4) requires municipalities with a population of 25,000 or more to adopt a cybersecurity standard by January 1, 2024; and

WHEREAS, the Innovation and Technology Department of the City of Pensacola, Florida, has selected the National Institute of Standards and Technology’s Cybersecurity Framework as a baseline cybersecurity standard to which all cybersecurity policies of the City of Pensacola, Florida, will adhere.

WHEREAS, the City Council of the City of Pensacola, Florida has previously adopted Resolution 2023-94, adopting the National Institute of Standards and Technology’s Cybersecurity Framework as the Cybersecurity Standard for the City of Pensacola, Florida.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1: That the National Institute of Standards and Technology’s Cybersecurity Framework 2.0 shall be the guiding cybersecurity standard for all cybersecurity policies adopted by the City of Pensacola, Florida and the Innovation and Technology Department.

SECTION 2: That the City of Pensacola, Florida and the Innovation and Technology Department may further use any standards, guidelines, and best practices from within any generally accepted cybersecurity standard to establish cybersecurity

policies for the City of Pensacola, providing all such policies are as stringent or more stringent than those provided by the National Institute of Standards and Technology's Cybersecurity Framework 2.0.

SECTION 3: This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1317

Agenda Conference

10/6/2025

RESOLUTION

SPONSOR: Charles Bare, Council Member

SUBJECT:

RESOLUTION NO. 2025-68 - RECOGNIZING FLORIDA CITY GOVERNMENT WEEK

RECOMMENDATION:

That City Council adopt Resolution No. 2025-68:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 20TH THROUGH OCTOBER 26TH, 2025, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Florida City Government Week, held annually in October, is a time for cities across the state to celebrate, showcase and engage citizens in the work of municipal government. Florida City Government Week will be held October 20–26, 2025.

Municipal government is the government closest to the people, yet many residents are unaware of how city services impact their lives. Cities provide a higher level of service than most governments; through Florida City Government Week, the hope is to bring awareness to city government's role in enhancing the quality of life in communities.

This Resolution recognizes the importance of municipal government and municipal employees in enhancing the quality of life for our citizens and visitors to Pensacola.

PRIOR ACTION:

October 10, 2024 -- City Council approved Resolution No. 2024-79 Recognizing Florida City Government Week

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

9/30/2025

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Resolution No. 2025-68

PRESENTATION: No

RESOLUTION
NO. 2025-68

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 20TH THROUGH OCTOBER 26TH, 2025, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, city government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word for all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the City of Pensacola encourages all citizens, city government officials and employees to participate in events that recognize and celebrate Florida City Government Week.

SECTION 2. That the City of Pensacola encourages educational partnerships between city government and schools, as well as civic groups and other organizations.

SECTION 3. That the City of Pensacola supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

SECTION 4. This resolution shall become effective on the fifth (5th) business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1312

Agenda Conference

10/6/2025

ORDINANCE

SPONSOR: Charles Bare, Council Member

SUBJECT:

PROPOSED ORDINANCE NO. 19-25 - REPEALING SECTION 2-1-4 OF THE CITY CODE REGARDING COMPENSATION OF CITY COUNCIL MEMBERS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 19-25 on first reading.

AN ORDINANCE REPEALING SECTION 2-1-4 OF THE CITY CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On November 8, 2022, the Citizens of Pensacola approved changes to the Charter of the City of Pensacola. One of those changes pertained to the calculation of compensation for Members of City Council.

Section 4.02 (c) of the City of Pensacola Charter was changed from a set amount established by ordinance to one that is calculated annually based on formulas provided by the Florida Legislature's Office of Economic and Demographic Research.

The attached ordinance will repeal Section 2-1-4 of the Code to conform with the changes approved by the citizens on November 8, 2022.

PRIOR ACTION:

November 8, 2022 - The Citizens of Pensacola approved changes to the City of Pensacola Charter.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

9/30/2025

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No. 19-25
2. Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 19-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE REPEALING SECTION 2-1-4 OF THE
CITY CODE OF THE CITY OF PENSACOLA, FLORIDA;
PROVIDING FOR SEVERABILITY; REPEALING
CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-1-4 – Compensation of members and president is hereby
repealed in its entirety and shall read as follows:

Sec. 2-1-4. – Reserved ~~Compensation of members and president.~~

(a) ~~The city shall pay to each member of the council, except the president of the city council, \$21,500.00, per year, payable in bi-weekly installments, as compensation for services rendered to the city. The council members shall be reimbursed for expenses incurred in connection with his or her official duties while outside of and beyond the corporate limits of the city in accordance with city travel and expense reimbursement policies. No member of the council shall receive any monthly compensation or expenses from the city, except as provided herein.~~

(b) ~~The compensation to be paid to the president of the city council shall be \$28,500.00 per year, payable in equal bi-weekly installments as compensation for services rendered to the city. The president shall be reimbursed for expenses incurred in connection with his or her official duties while outside of and beyond the corporate limits of the city in accordance with city travel and expense reimbursement policies.~~

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 the 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.

P.O. No. 19-25: AN ORDINANCE REPEALING SECTION 2-1-4 OF THE CITY CODE REGARDING COMPENSATION OF CITY COUNCIL MEMBERS

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):

On November 8, 2022, a referendum was held regarding various adjustments to the City of Pensacola Charter. One of those changes was in regards to the calculation of compensation for City Council Members. Previously, the compensation was set by ordinance for the Council President and Members of Council. With the approval by the voters of the City of Pensacola the compensation will now be calculated annually based on formulas provided by the Florida Legislature's Office of Economic and Demographic Research.

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: Modification of existing fees. 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: Zero

7. Additional information

The passage of this ordinance will maintain compliance with the City of Pensacola Charter as approved by the voters.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1314

Agenda Conference

10/6/2025

ORDINANCE

SPONSOR: Charles Bare, Council Member

SUBJECT:

PROPOSED ORDINANCE NO. 21-25 AMENDING SECTION 2-3-2 - NAMING CITY
PROPERTY OF THE CITY CODE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 21-25 on first reading:

AN ORDINANCE AMENDING SECTION 2-3-2 – NAMING CITY PROPERTY OF THE CITY
CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In November of 2021, City Council amended Section 2-3-2 of the Code of Ordinances. During consideration of this item, a great deal of discussion took place, amendments were made and the final Ordinance, as amended, was approved. A portion of the discussion focused on the prohibition of naming locations and facilities for any living person. The exclusion of living persons minimizes future controversies and limits the perception of political favoritism.

This proposed amendment aligns with Florida Statute 267.062 which states in part, " ... Except as specifically provided by law, no state building, road, bridge, park, recreational complex or other similar facility shall be named for any living person."

The proposed language states, "No structure, building (including rooms therein), street, park or other public place in the city shall be named for any living person."

PRIOR ACTION:

November 18, 2021 -- City Council Amended City Code Section 2-3-2

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/24/2025

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No. 21-25

PRESENTATION: No

PROPOSED
ORDINANCE NO. 21-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-3-2 – NAMING CITY
PROPERTY OF THE CITY CODE OF THE CITY OF
PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-3-2 – Naming City property is hereby amended and shall read as follows:

Sec. 2-3-2. Naming city property.

(a) *Intent of criteria.* The criteria provided herein are intended to provide an identifiable process which citizens may utilize to propose the recognition of individuals who have made a significant contribution to the city, region or nation and whose memory may be honored by the designation of their name and achievements associated with a structure, building (including rooms therein) street, park or other public place in the city. Such individuals may be city residents, historic figures, former elected officials or former city employees whose work, actions or life has made a significant contribution to the community or society. No structure, building (including rooms therein) street, park or other public place in the city shall be named for any living person. Consideration of such recognition will be made by the city council without reference to such immutable characteristics as race, religion, ethnicity, gender, age or disability. These criteria are intended to be flexible so that there will be an opportunity for recognition of any individual deserving of such, who may not meet all of the objective criteria contained herein. In addition, the city council recognizes that many of the facilities of the city have established interest groups such as neighborhood associations or other affinity groups, and it is the intent of the council to solicit input from all such interest groups when appropriate.

(b) *Criteria.*

- (1) No structure, building (including rooms therein) street, park or other public place in the city shall be named for any living person.
- (2) Parks may be named after streets, geographical locations, historical figures, events, concepts or as otherwise determined by the city council.

- (3) Parks, structures, buildings (including rooms therein), streets or other public places within the city may be named for individuals or groups that have made exceptional contributions to the Pensacola community.
 - (4) Parks, structures, buildings (including rooms therein), streets, or other public places within the city may be named for a historical figure or an individual or family or organization that has made a significant land, monetary or service contribution to the acquisition of the property, park system or the community in general. These may include the names of early residents or citizens and/or events of significance to the area's history or development which have directly impacted the park's, structures, streets or other public places within the city development.
 - (5) Current elected officials and currently employed city staff shall not be eligible for consideration ~~until they are no longer in office or have been retired from city service for at least four years.~~
 - (6) In order to accommodate the interest in recognizing or honoring individuals deserving such recognition or honor, the city council may elect to honor individuals by the erection of informational signage or plaques at a particular facility, structure or portion thereof, without naming the entire park, structure, buildings (including rooms therein), street or facility after one individual or preempting the opportunity to recognize more than one person's achievements or contributions. However, the renaming of a park, structure, street or facility from one name to another will be discouraged and accepted only for exceptional reasons.
 - (7) Streets with historical markers, brown street signs, shall be ineligible for renaming.
- (c) *Procedure.*
- (1) Members of council or other individuals or groups that propose to name or rename a park, structure, street, facility or portion thereof must submit a letter to the city clerk with sufficient information or evidence to support a naming or name change. The clerk shall forward a copy of the letter to the offices of the mayor, the council executive and the city council president. If a renaming is being proposed, the letter must document why the existing name no longer holds any historical significance, or otherwise why the existing name is no longer appropriate.
 - (2) If the property or facility under review is within the purview of the parks and recreation board, that board will review such request and discuss the request at a meeting of the board. Following board consideration, the board will make its recommendations to the city council. If the property or facility under review is within the purview of another organization or board, that organization or board will be given the opportunity to consider the request for naming or renaming and make its recommendation to the city council.

- (3) If the request is to name or rename a city street or portion thereof, the council executive will notify the public works and facilities director or designee who will ensure the following criteria and procedure are met:
- a. Confirm the naming or renaming of the street or portion thereof does not conflict with other existing street names or create a confusing situation with the flipping of names along the corridor. All renaming requests shall include a surname and given name or relevant initials.
 - b. Request that GIS create a property owner list of all adjoining property owners upon the street or segment thereof to be provided to the public works director or designee.
 - c. Send a certified mailing informing identified property owners of the renaming request and ask each to respond with a Yes or No to the request no later than two weeks from the date of the notification. If no reply is received, the city will consider the lack of response by the property owner to constitute a Yes response.
 - d. The request must receive a 90 percent approval response rate in order to move forward. If the 90 percent approval rate is received, the request will be sent to PPD, EMS, FIRE and any other appropriate agency/department to review and provide comments, if any.
 - e. Once the above has been completed, the public works director or designee will notify the council executive, in writing, of staff's recommendation. Once received, the council executive will engage the council president or other council member for sponsorship of the item to be brought before city council for their consideration.
 - f. If approved by city council, the public works director or designee along with technology resources will make the appropriate changes regarding street signs, city GIS, MSAG, and any other notifications to include but not be limited to; the Post Office, Escambia County, Emergency Operations Center, County and City Dispatch Centers, Pensacola Energy, the Property Appraisers Office, Executive Office of the Governor, ECUA, Florida Department of Revenue Property Tax Administration, Escambia County Tax Collector, Regional Land base Administration Center, Secretary of State, Cox Communications, Florida Power and Light Co., as needed or required to facilitate the name change.
- (4) The city council will make the final decision on all naming or renaming requests.

(2) No person shall park a vehicle upon any street, right-of-way, public vacant lot, or in any public parking space that is located in the area between the eastern right-of-way line of Tarragona Street and western right-of-way line of Baylen Street and between the southern right-of-way line of Garden Street and the southern right-of-way line of Main Street for the principal purpose of selling merchandise, including food and beverage,

from such vehicle with the exception of during the hours of Gallery Night and other special events or specified times as approved by the mayor or mayor's designee.

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1335

Agenda Conference

10/6/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 18-25 - AMENDING SECTION 10-4-17 - SCHEDULE OF RATES AND CHARGES FOR THE SALE OF NATURAL GAS

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 18-25 on second reading:

AN ORDINANCE AMENDING SECTION 10-4-17 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA ADJUSTING RATES AND CHARGES FOR THE SALE OF NATURAL GAS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2007, City Council adopted a rate study that allowed for an annual inflation adjustment component to provide for funding to maintain the City's natural gas system. The fiscal year 2026 budget has been prepared with an increase based on a CPI of 5.0%. This action will advance City of Pensacola Strategic Plan Goal #7: Thriving Innovation & Businesses.

PRIOR ACTION:

September 25, 2025 - City Council voted to approve Proposed No. 18-25 on first reading.

November 14, 2024 - City Council adopted Ordinance No. 12-24 adjusting rates based upon changes in the CPI.

FUNDING:

N/A

FINANCIAL IMPACT:

The rate change has been incorporated in the fiscal year 2026 Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator

Amy Lovoy, Finance Director

Darryl Singleton, Pensacola Energy and Sanitation Services Director

ATTACHMENTS:

1. Proposed Ordinance No. 18-25
2. Proposed Ord No. 18-25 Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 18-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 10-4-17 OF THE
CODE OF THE CITY OF PENSACOLA, FLORIDA
ADJUSTING RATES AND CHARGES FOR THE SALE OF
NATURAL GAS; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE
DATE.

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 10-4-17 of the Code of the City of Pensacola, Florida, is hereby amended to read:

Sec. 10-4-17. Schedule of rates and charges.

- (a) The charges and assessments set forth below shall be levied and assessed by the Department of Pensacola Energy through the mayor for natural gas services provided by the city to consumers.

The charges for gas are segregated according to the following service classifications: residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside the city limits (GC-1, GC-2), interruptible industrial contract (GI-1, GI-2, GI-3, GI-4), City of Pensacola, almost firm service (GAF), flexible gas transportation (GTS, GPT, GIT, GVT), compressed natural gas service (CNG), and street or outdoor lighting.

- (b) Purchased gas adjustment (PGA). Service classifications having a distribution charge stated in Mcfs shall have the price per Mcf adjusted by the amount of any increase or decrease in the cost of gas purchased for resale. Changes to the PGA will be effective at the beginning of a monthly billing cycle.
- (c) For the purpose of calculating the municipal public service tax, the city's cost of gas prior to October 1, 1973, was \$0.45 per Mcf.
- (d) Weather normalization adjustment (WNA). To adjust for fluctuations in consumption due to colder or warmer than normal weather during the months of October through March of the previous or current fiscal year, a WNA will be assessed on service

classifications GR-1, GR-2, GC-1, GC-2, and GIT according to the following formula:

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

Where:

WNA = Weather normalization adjustment factor for each rate schedule classification expressed in cents per Mcf.

R = Weighted average base rate of temperature sensitive sales for each included rate schedule.

HSF = Heat sensitive factor for the appropriate rate schedule.

NDD = Normal billing cycle heating degree.

ADD = Actual billing cycle heating degree day.

BL = Average base load sales for each billing cycle.

Normal degree days (NDD) shall be based on the most current National Oceanic and Atmospheric Administration (NOAA) 30-year normal data. Actual degree days (ADD) shall be based on NOAA data.

(e) The distribution pipeline infrastructure cost adjustment (DPICA) shall be adjusted annually, effective each October 1, by a percentage equal to the amount of eligible distribution pipeline infrastructure costs divided by the total test year margin revenues associated with the residential gas inside and outside city limits (GR-1 and GR-2), commercial gas inside and outside city limits (GC-1, GC-2, and GIT), and municipal operated building and facilities as shown for the 2012 Test Year shown in the most recent Cost of Service and Rate Design Study. Eligible distribution pipeline infrastructure costs include costs that meet all of the following conditions:

- (1) The principal purpose of the project is not to increase revenues by directly connecting the infrastructure replacement to new customers;
- (2) The project, or discrete portions thereof, are in service and used and useful;
- (3) The costs of the project are not included in the city's existing base rates;
- (4) The principal purpose of the project is to replace or extend the useful life of existing infrastructure, or otherwise enhance the infrastructure of city's physical plant; and
- (5) City undertakes the project to comply with a valid statute, rule, regulation, order or ordinance, or other lawful requirement of a federal, state, or local governing or regulatory body having jurisdiction over pipeline integrity.

The percentage shall not exceed ten percent of the non-gas operating expenses in the current fiscal year budget and will be applied to the rates used for each bill over the following 12 months.

- (f) Distribution and customer charge rates shall be adjusted annually if approved by the city council during budget sessions, effective each October based upon the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1 of the preceding year and ending March 31 of the current year. The applicable rates are residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside city limits (GC-1, GC-2), contract delivery, and municipal operated buildings and facilities.
- (g) Tariff changes to pipeline transportation fees shall be assessed to each rate class upon implementation by the interstate or intrastate pipeline.
- (h) Service charges shall include a customer charge and a distribution charge. The customer charge is a fixed monthly charge for having gas available and the distribution charge is a variable monthly charge based on consumption of gas. Service charges are as follows:
 - (1) *Service classification: GR-1, residential gas service.* (Within city limits).
 - a. *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.
 - b. *Customer charge.* ~~\$11.43~~ (\$12.00) fixed monthly charge, plus
 - c. *Distribution charge.* ~~\$9.59~~ (\$10.07) per Mcf.
 - (2) *Service classification: GR-2, residential gas service.* (Outside city limits).
 - a. *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.
 - b. *Customer charge.* ~~\$12.75~~ (\$13.39) fixed monthly charge, plus
 - c. *Distribution charge.* ~~\$11.86~~ (\$12.45) per Mcf.
 - (3) *Service classification: GC-1, commercial service.* (Within the city limits).
 - a. *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.
 - b. *Customer charge.* ~~\$20.22~~ (\$21.23) fixed monthly charge, plus
 - c. *Distribution charge.* ~~\$9.59~~ (\$10.07) per Mcf.
 - (4) *Service classification: GC-2 commercial service.* (Outside the city limits).
 - a. *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.
 - b. *Customer charge.* ~~\$22.97~~ (\$24.12) fixed monthly charge, plus
 - c. *Distribution charge.* ~~\$11.86~~ (\$12.45) per Mcf.
 - (5) *Service classification: GI-1, interruptible industrial contract service, small volume.*

- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
 - b. *Contract volume.* Not less than 25 Mcf per day.
 - c. *Customer charge.* \$200.00 fixed monthly charge, plus
 - d. *Distribution charge.* \$2.05 per Mcf.
- (6) *Service classification: GI-2, interruptible industrial contract service, large volume.*
- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
 - b. *Contract volume.* Not less than 250 Mcf per day.
 - c. *Customer charge.* \$200.00 fixed monthly charge, plus
 - d. *Distribution charge.* \$1.05 per Mcf.
- (7) *Service classification: GI-3, interruptible industrial flexible contract service, large volume.*
- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
 - b. *Contract volume.* Not less than 500 Mcf per day.
 - c. *Customer charge.* \$200.00 fixed monthly charge, plus
 - d. *Distribution charge.* Rates to be negotiated.

(8) *Service classification: GI-4, interruptible transportation flexible contract service.*

- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Contract volume.* Not less than 100 Mcf nor more than 500 Mcf per day.
- c. *Customer charge.* \$200.00 fixed monthly charge, plus
- d. *Distribution charge.* The GI-4 distribution charge shall consist of the following components:
 1. The contracted cost of gas as it may vary from time to time, plus
 2. The existing transportation rate on the city's natural gas distribution system as established under the annual pipeline transportation fees of \$1.74 plus \$0.92 local transportation charge net per one MMBTU/day transported for gas transportation service, plus
 3. A \$0.07 margin on the contracted cost of natural gas.

These three components shall determine the monthly cost of any consumer in this class or rate times the number of MMBTUs used by the consumer.

(9) *Service classification: City of Pensacola.*

- a. *Availability.* Available to all current municipally operated buildings and facilities, and current and former municipally operated utilities, and other uses as authorized by the mayor. Measurement shall be by standard meter as normally used within the city.
- b. *Customer charge.* ~~\$25.54~~ (\$26.79) fixed monthly charge, plus
- c. *Distribution charge.* ~~\$3.73~~ (\$3.92) per Mcf.

(10) *Service classification: GTS, gas transportation service.* (For large volume commercial/industrial consumers).

- a. *Availability.* Available to a consumer with sufficient resources for purchasing its own natural gas supplies and transporting it on the city's natural gas system to the consumer's facilities. The city will determine which gate station on the city's interstate pipeline transporter system has adequate capacity to receive the transportation request. There shall be a separate contract with each consumer for each service location which includes a customer charge, a distribution charge, and a charge for fuel.

Such contracts may be executed by the mayor. Contracts for this service must be for not less than one year.

Consumers using this service must have adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary.

- b. *Contract volume.* Transportation volumes not less than 200 MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.
- c. *Customer charge.* \$200.00 fixed monthly charge, plus
- d. *Distribution charge.* Rates to be negotiated.

An additional \$0.0475/MMBTU shall be added to cover administrative, maintenance, and monitoring costs for the transportation distribution on a daily basis. The consumer must notify the city a minimum of five working days prior to the beginning of each month and identify the volume of the third party gas to be transported on the system during that month.

(11) *Service classification: GPT, gas purchased transportation service.* (For large volume commercial/industrial consumers).

- a. *Availability.* Available to a consumer using the city's natural gas service. There shall be a separate contract with each consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Contract volume.* Transportation volumes not less than 200 MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.
- c. *Customer charge.* \$200.00 fixed monthly charge, plus
- d. *Distribution charge.* Rates to be negotiated.

A \$0.07 margin on the contracted cost of natural gas.

(12) *Service classification: GAF, almost firm service.*

- a. *Availability.* Available to any consumer using the city's natural gas service. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Contract volume.* Not less than 75 Mcf per day.
- c. *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

- d. *Distribution charge.* \$1.74 for annual pipeline transportation fees plus \$0.92 local transportation charge net per one MMBTU/day transported for gas transportation service, plus

A \$0.07 margin on the contracted cost of natural gas.

(13) *Service classification: GIT, flexible gas transportation service.*

- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Customer charge.* ~~\$22.97~~ (\$24.12) fixed monthly charge, plus
- c. *Distribution charge.* Rates to be negotiated.

(14) *Service classification: CNG, Compressed Natural Gas Service.*

- a. *Availability.* Available to any commercial or industrial customer utilizing natural gas for compressed natural gas refueling facilities. Service under this rate classification shall be governed by individual contracts with consumer. Such contract will be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Distribution charge.* Rates to be negotiated.

(15) *Service classification: GVT, flexible governmental industrial transportation service.*

- a. *Availability.* Available to all governmental industrial transportation customers utilizing the city's gas services. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Contract volume.* Transportation volumes not less than 250 MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.
- c. *Customer charge.* \$200.00 fixed monthly charge, plus
- d. *Distribution charge.* \$0.70 per MMBTU.

(16) *Service classification: Street or outdoor lighting.*

- a. *Availability.* Available to firm residential or commercial customers for continuous street, outdoor lighting, or communications power supply.
- b. *Monthly rate.*
 - 1. Communications power supply flat rate: \$10.85.
 - 2. Gas lights small, up to 2.36 cubic feet per hour: \$10.85.
 - 3. Gas lights medium, up to 3.48 cubic feet per hour: \$15.95.
 - 4. Gas lights large, up to 4.86 cubic feet per hour: \$22.33.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall become effective at the beginning of the monthly November 2025 billing cycle on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 18-25: AN ORDINANCE AMENDING SECTION 10-4-17 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA ADJUSTING RATES AND CHARGES FOR THE SALE OF NATURAL GAS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Amending Section 10-4-17 of the Code of the City of Pensacola for the distribution and customer charge rates based upon the Consumer Price Index published by the Bureau of Labor Statistics.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

Commercial Customer Charge will increase from \$20.22 to \$21.23 per month.
Commercial Distribution Charge will increase from \$9.59 to \$10.07 per Mcf.

3. Estimate of direct compliance costs that businesses may reasonably incur:

None

4. Any new charge or fee imposed by the proposed ordinance:

None

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Commercial both in-City and outside City = average of 2252
Municipal = average of 72

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The rate adjustments proposed were approved during two social media posted Council Meetings open to the public. Applicable rates affected by an annual Consumer Price Index adjustment to natural gas rates and charges include residential, commercial, and municipal customers (individuals as well as businesses).



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1273

Agenda Conference

10/6/2025

DISCUSSION

SPONSOR: Charles Bare, Council Member

SUBJECT:

COUNCIL ROLE IN DEVELOPMENT / APPROVAL OF LEGISLATIVE PRIORITIES

SUMMARY:

Annually a list of Legislative Priorities for the City are developed and shared with our local delegation. Historically, this list has been created by the Mayor with little input from the City Council.

This discussion item allows for a dialogue between the City Council and the Mayor to discuss Council's role in the development / approval of Legislative Priorities moving forward.

Council Members routinely speak to members of our local delegation on a variety of issues, at the very least, having knowledge of the priorities allows the members the opportunity to more robustly discuss and advocate for those priorities.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No